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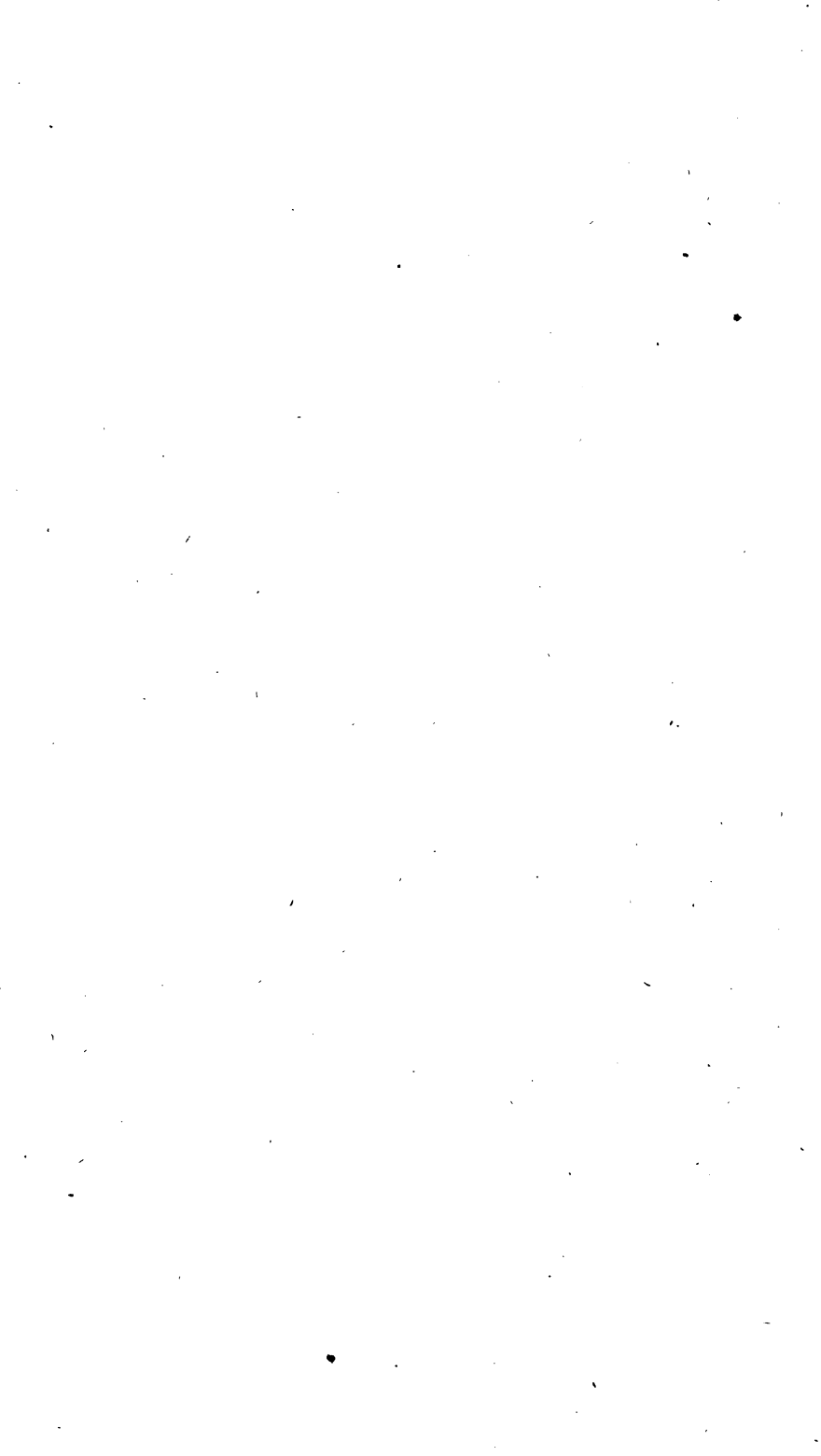


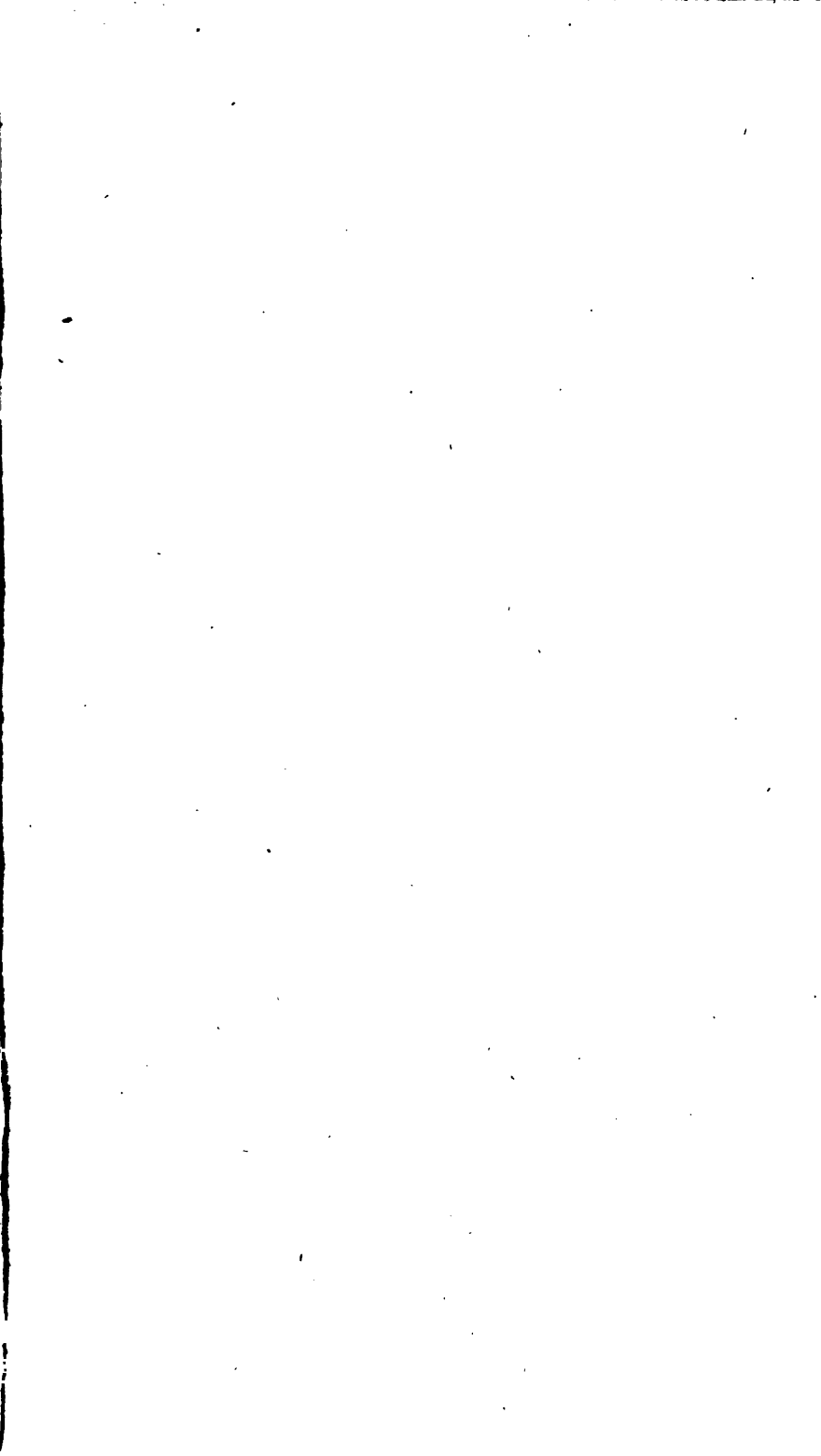
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ORIGINAL PRECEDENTS

IN

CONVEYANCING,

SELECTED FROM THE MANUSCRIPT COLLECTION

OF THE LATE

JOHN JOSEPH POWELL, Esq.

AUTHOR OF THE LAW OF MORTGAGES, WILLS, AND
OTHER VALUABLE LAW TREATISES.

Revised and Corrected:

WITH

NOTES AND REMARKS,

EXPLANATORY OF THE

NATURE AND EFFICACY OF THE SEVERAL DEEDS AND
OTHER ASSURANCES CONTAINED IN THE
COLLECTION.

By CHARLES BARTON,

Of the Inner Temple, Esq.

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TABLE OF CONTENTS

TO THE
SIXTH VOLUME.

LEASE AND RELEASE BY WAY OF SETTLEMENT.

<i>Settlement of the Family Estates of the late Duke of —</i>	4
<i>Marriage Settlement, with special Clauses, &c.</i>	61
<i>Settlement made previous to Marriage, with a variety of Provisions, &c.</i>	117
<i>Settlement after Marriage on a Lady's coming of Age, in pursuance of an Agreement before Marriage</i>	174
<i>Marriage Settlement, with various and special Provisos, &c. as in the Margin, the Wife being under Age</i>	211
<i>Settlement of Sums of Money, &c. to which Wife was entitled, with many special Provisions</i>	240
<i>Marriage Settlement of Money in the Funds, the Property of the Wife, with Provisos, &c. as in the Margin .</i>	256
<i>Operative Part of a Settlement made by Father and Son, on the latter coming of Age, and to lead the Uses of a Recovery suffered thereupon</i>	268
<i>Limitations to Sons and Daughters and their Children, in a Marriage Settlement, keeping the Portions contingent, in default of Appointment, until the Children, alive at the Death of Survivor of Father or Mother, attain the Age of Twenty-one, or Marriage</i>	313
<i>Proviso in Settlement to grant Leases of Mines, &c.</i>	318

CONTENTS.

OF WILLS.

CASES.

<i>Whether the words "testamentary Estate," are sufficient to pass real Property</i>	322
<i>Opinion on the Construction of a Devise to Devisees, and the "Heirs of their Bodies for ever?" as Tenants in Common."</i>	323
<i>Case on a Devise of Messuage, Lands, &c. sold after Decease of Niece to all and every the Daughters or Daughter, and the Survivors or Survivor of them who shall be then living, and to the Heirs and Assigns of such Survivor."</i>	325
<i>The Case of PARSONS and LANOE, (determined January 27, 1748.)</i>	326

PRECEDENTS OF WILLS.

<i>A Will of Freehold, Copyhold, and Leasehold Estates</i>	330
<i>A Will of Real and Personal Estate, by which many Provisions are made relative to the Advancement and Marriage of Children, &c. as in the Margin</i>	345
<i>Will of Freehold and Copyhold Estates to be sold, and the Money applied to Daughters, &c. not subject to the Demands of their Husbands</i>	392
<i>Will of real and Personal Estate, amongst the Testator's Wife and Children, with Proviso respecting her future Marriage</i>	406

LEASE AND RELEASE.

BY WAY OF

SETTLEMENT.

*Settlement of the Family Estates of the late Duke
of —.*

THIS INDENTURE, of eight parts, made the — day of —, in the year of our Lord, &c. between the most noble E. duke of —, &c. &c. only surviving son of the right honourable the lord T. H. of —, in the county of —, deceased, and grandson and heir male of the body of H. late duke of —, deceased, one of the sons of H. late earl of —, also deceased, of the first part; C. H. the younger, of —, in the county of —, esq. son and heir apparent of C. H. the elder, of —, afore said, esq. third and only surviving son of H. H. esq. deceased, who was the only son of the honourable C. H. esq. deceased, also one of the sons of the said H. late earl of —, and one of the brothers of the said H. late duke of —, grandson of the said E. now duke of —, of the second part; H. H. of —, in the county of —, esq. son and heir of B. H. late of —, in the county of —, esq. deceased, one of the devisees in remainder, named in the last will of the most noble T. late duke of —, brother of the said E. now duke of —, and which said B. H. of —, was the eldest son and heir of the honourable B. H. one other of the brothers of the said H. late duke of —, and one other of the sons of the said H. late earl of —, of the third

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part; *J. B.* of —, gent. of the fourth part; *R. H.* of —, in the county of —, esq. of the fifth part; the right honourable *R.* earl of —, and the right honourable *W.* earl of —, of the sixth part; sir *P. M.* of —, in the said county of —, bart. sir *R. T.* of —, in the county of —, bart. *T. G.* of —, in the county of —, esq. and *T. E.* esq. (only son and heir apparent of *R. E.* of —, in the county of —, esq.) of the seventh part; and the most noble *T.* duke of —, the honourable *M. L.* of —, in the east riding of the county of —, esq. only son and heir apparent of, &c. and *W. C.* of —, in the said county of —, esq. of the eighth part.

Recitals.

WHEREAS, the said *E.* duke of —, by and under certain devises and limitations, contained in the last will of his late brother *T.* duke of —, deceased, dated the — day of —, is or was, immediately before the day of the date of these presents, seised for his life, with remainder to his first and other sons, successively, in tail male, with remainder to the said *C. H.* of —, the father, for his life, with remainder to the said *C. H.* of —, the son in tail male, (which said *C. H.* the father, and *C. H.* the son, are, in the degrees hereinbefore mentioned, the cousins of him the said *E.* duke of —, and are the persons to whom the dignity of duke of —, and many other of the said now duke of —'s dignities and titles, will, on failure of issue male of him the said duke, descend,) of and in the manor or lordship of —, and in the capital mansion-house, called —, in the county of —, and of and in divers other manors, lands, and hereditaments, in the several counties of — and —, and in the county of the city of —; and the said *E.* duke of —, being under certain limitations, contained in a certain indenture of settlement, dated the — day of —, which was the settlement made previous to and in consideration of the marriage of his brother,

the said *T.* late duke of —, with *M.* only child of sir *N. S.* bart. seised in fee tail to him, and the heirs male of his body, or for some other estate of inheritance, of and in the castle of —, otherwise —, and of and in divers other considerable possessions and hereditaments there, near, or adjacent, in the said county of —, and of and in divers manors, lands, and hereditaments, in the county of —, the whole being of much greater value than the estates, whereof he the said *E.* duke of —, is or was so seised for his life, as aforesaid; and being desirous that so far as the nature of the case, and the rules of law will allow, all such acts and insurances may be done and executed as shall be requisite and effectual for settling, assuring, and entailing all and every the said manors, lands, hereditaments, and possessions, (but subject to certain powers, to be reserved to the said duke, and to the others next in remainder,) to the usual uses, and for the benefit of the several persons hereinafter named, so as that the said several hereditaments and premises, which (except as to the said hereditaments in the said county of —,) have been for many ages the estates of his ancestors, may, under the Divine favour and protection, be continued and preserved in the name, blood, and family of him the said duke, and may be enjoyed and go along with the title and dignity of duke of —, for many future generations, if the Almighty shall so permit, he the said *E.* duke of —, hath, in the absence of the said *C. H.* of —, the father, who is now abroad in parts beyond the seas, proposed to the said *C. H.* of —, the son, to join and concur with him, the said duke, in new-settling, assuring, and entailing the several manors, lands, and possessions, to the remainder whereof the said *C. H.* the son, is so entitled in fee tail to him, and the heirs male of his body expectant as aforesaid,

SETTLEMENT.

except as to the said hereditaments, in the said county of —, in a more strict order and course of entail, so as that the same premises may be secured to the sons of the said C. H. the son, and his issue male, in a due course of succession, and failing such to the other issue male of the said C. H. the father, (if any such shall be,) and failing such to the said H. H. of —, (who is the next in succession to the said dignity and title of duke of —,) and to his sons, successively, and to their issue male in strict settlement, and failing such to the right honourable H. earl of — and —, who, after the said E. duke of —, C. H. the father, and H. H. and their issue male, is the next in succession to the said dignity and title, and to his sons, and their issue male, and failing such issue to the other persons hereinafter named; and to induce the said C. H. the son, to concur in such new settlement, the said E. duke of —, hath caused it to be signified to him, that he the said duke will, immediately after, or upon the execution of such new settlement, be contented and willing, but subject to the several estates, charges, trusts, powers, and provisos hereinafter expressed, to settle, convey, and assure the said manor or lordship of —, otherwise —, and other the said manors, lands, and hereditaments, in the said counties of — and —, whereof the said duke is seised in tail male as aforesaid, being the manors, lands, and hereditaments hereinafter mentioned to be hereby granted and released, to the several strict uses hereinafter particularly limited and declared, which proposal having been, with all thankfulness, embraced and assented to by the said C. H. the son; thereupon, by indentures of lease and release, the lease, bearing date the day next before the day of the date of the release, and the release being of six parts, and bearing even date herewith, but executed previous to or immediately before the sealing and delivery

SETTLE-
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of these presents, and made, or mentioned to be made, between the said *E.* duke of —, of the first part; *C. H.* the younger, of the second part, and the said *H. H.* of the third part; the said *J. B.* of the fourth part; and the said *R. H.* of the fifth part; and the said *R.* earl of —, and *W.* earl of —, of the sixth part; and by virtue of six or more common recoveries, intended to be suffered in the court of common pleas, as of Trinity term next following after the day of the date of these presents, in pursuance of the covenant and agreements contained in the said indenture last mentioned, the said manor or lordship of —, in the said county of —, and the said capital mansion-house, with the appurtenances, called — manor, and divers other manors, messuages, lands, tenements, rents, and hereditaments, in the several counties of —, —, and —, and in the county of the city of —, have been, or are intended to be, settled and assured to the several uses following, (that is to say,) to the use of the said *E.* duke of —, and his assigns, for his life, without impeachment of waste, and with such powers as are in the said indenture of six parts mentioned, with remainder to the use of trustees, and their heirs, during his life, in trust for preserving contingent remainder and remainders, to the use of the first, and every other son, of the body of the said *E.* duke of —, in tail male successively, with remainder to the use of the said *C. H.* the father, and his assigns, for the term of his natural life, without impeachment of waste, in confirmation of the estate for life, limited to him the said *C. H.* the father, in and by the said will of *T.* late duke of —, deceased, with remainder to the use of trustees and their heirs, during the life of the said *C. H.* the father, in trust, to preserve the contingent remainders, with remainder, to the use of the said *C. H.* the son, and his assigns, for the term of his natural life, without

To preserve
contingent
remainders.

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Indenture wit-
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impeachment of waste, with remainder to the said trustees and their heirs, during the life of the said C. H. the son, in trust, to preserve the contingent remainders with remainder, to the use of the first, and every other son and sons of the body of the said C. H. the son in tail male successively, with such remainders over, as in and by these presents, and by virtue of the common recoveries hereby intended to be suffered, and after intended to be limited, of and concerning the castles, manors, lands and hereditaments hereinafter mentioned to be hereby granted and released, upon failure of issue male of the said C. H. the son, but subject to such powers and provisos as in the said indenture of release last mentioned are expressed, as in and by the said indentures of lease and release, of six parts, reference being thereunto had may more fully appear. Now this indenture witnesseth, that in order to obtain the several ends and purposes aforesaid, and to the intent to perform and execute such further part of the said proposal, as on the part of the said E. duke of —, remains to be performed, and for barring and docking all estates tail, and all remainders and reversions thereupon, expectant and depending, of and in the castle, manors, lordship and barony, messuages, lands, tenements, and hereditaments hereinafter mentioned to be hereby granted and released, and for settling, assuring, and entailing the same castles, manors, lordships, barony, messuages, lands, tenements and hereditaments, to the several uses, and for the benefit of the several persons, with the several remainders over, and on the trusts, and for the intents and purposes, and subject to the charges, powers and provisos hereinafter mentioned. AND for and in consideration that the said C. H. the younger, hath so joined and concurred in the said settlement, which is hereinbefore mentioned to have been in and by the said indenture and release

SETTLE-
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of six parts, so bearing even date with these presents, whereby the said manors, messuages, lands, tenements and hereditaments, in the said several counties of — and —, and in the county of the city of —, are or are intended to be settled, assured and entailed, to the several strict uses, and subject to the several powers and provisos so proposed, to the said C. H. the younger, by him the said E. duke of —, as aforesaid. AND also for and in consideration of the sum of 100. of lawful money of *Great Britain*, to the said E. duke of —, in hand paid by the said J. B. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations, the said duke of — thereunto moving, he the said E. duke of —, hath granted, bargained, Grant, &c.
sold, aliened, released and confirmed, and by these presents doth grant, bargain, sell, alien, release and confirm, unto the said J. B. (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said E. duke of — in consideration of 5s. by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture, if they the said E. duke of —, and J. B. shall so long jointly live, and by force of the statute made for transferring of uses into possession) and to his heirs, all that the castle of —, otherwise —, with the rights, members and appurtenances thereof, in the county of —, and all those the manors of —, otherwise —, with their and every of their rights, members, and appurtenances, in the said county of —, and all and every the demesne, lands, and other lands, messuages, tenements, and hereditaments, to the said castle, and manors respectively belonging, or in anywise appertaining, and all other the messuages, cottages, dofts, mills, Parcels.
General words.

SETTLE-
MENT.

dove-houses, gardens, lands, meadows, pastures, mines, open and unopen collieries, open and unopen woods, commons of pasture, free warrens, fairs, escheats, liberties, franchises, deodands, goods and chattels of felons and fugitives, and of felons of themselves, and persons put in exigent, outlawed and attainted, waifs, estrays, with all and every of the appurtenances to the said castle, manors, and premises belonging, or in anywise appertaining, of him the said *E.* duke of —, situate, lying and being in —, otherwise —, or in the parishes, vills, towns, hamlets, or known places of —, otherwise —, in the county of —, and every or any of them, in the said county of —, and all those the rectories of —, otherwise —, with their and every of their appurtenances, in the said county of —, and all and all manner of tithes of corn, grain and hay, and other tithes whatsoever, yearly coming, growing, and renewing, in the parishes of — and —, in the said county of —, and all those the advowsons, donations, presentations and rights of patronage, of and to the parish churches of — and —, in the said county of —, and all those the manors or lordships, or reputed manors or lordships of — and —, with their and every of their rights, members and appurtenances, in the said county of —, and all messuages, lands, tenements and hereditaments whatsoever, to the last above mentioned manors or lordships belonging, or in any wise appertaining, or to or with the same, or any of them, used, held, occupied or enjoyed, or accepted, reputed, taken, or known to be, as part, parcel, or member thereof, and all other the castles, baronies, manors, lands, tenements, mines, open and unopen collieries, woods, and hereditaments whatsoever, of the said *E.* duke of —, in — otherwise —, in the said county of —, whereof the said *E.* duke of —, or any other person or persons in trust for him, or for his use, are seised of

SETTLEMENT.

any estate of freehold or inheritance, to him and to the heirs male of his body, or in tail general, or any term or interest appendant on any estate of freehold or inheritance to him and the heirs male of his body, or in tail general, in possession, reversion, remainder or expectancy, and also all those lands and grounds, with the appurtenances, called —, with all liberties, privileges, profits and advantages thereunto belonging, in the county of —, and all those the castles of — and —, with the rights, members, and appurtenances thereof, in the said county of —, and also all those the manors of —, other wife —, with the rights, members, and appurtenances thereof, in the said county of —, and also all that the barony, bailiwick, and rape of —, with all fines, fees and amerciaments, privileges, profits, emoluments and advantages whatsoever thereunto belonging, or to and with the same used and enjoyed, in the said county of —, and also all that the rape of —, with the rights, members, and appurtenances thereof, in the said county of —, and also all those the boroughs of — and —, with the rights, members, and appurtenances thereof, in the said county of —, and all courts-leet, courts-baron, perquisites and profits of courts, fines and amerciaments, and other emoluments, profits, privileges and advantages whatsoever, to the said manors and boroughs, or either or any of them belonging or appertaining, and also all that the clerkships of the market within the said boroughs of — and —, and all privileges, profits and advantages, to the clerk of the markets belonging or appertaining, and all those lands in — and —, in the said county of —, and all those the manors of — and —, with all the lands, tenements, and appurtenances thereunto belonging, situate, lying and being in the several parishes of — and —, in the county of —, and also all that the hundred and manor of —, in the said county of —, and all lands and hereditaments to the said

SETTLEMENT.

General words.

manor of — belonging, and also all courts, perquisites and profits of courts, fines, amerciaments, waifs, estrays, goods and chattels of felons and fugitives, and all other profits and advantages whatsoever, to the said baronies, boroughs, manors, lands, liberties and premises or any part thereof, belonging, or in any wise appertaining, and all other the manors, messuages, lands, tenements and hereditaments, whereof or wherein the said E. duke of —, or any other in trust for him, is or are seised to him, and the heirs male of his body, or in tail general in the said county of —, and also all and singular the messuages, manors, edifices, buildings, mills, tofts, crofts, curtilages, yards, orchards, gardens, back-sides, lands, tenements, meadows, leasous, pastures, feedings, closes, inclosures, woods, underwoods, ways, waters, fishings, water-courses, wastes, commons, heaths, commons of pasture and turbary, free-warren, suit, mulcture, courts-baron, courts-leet, view of frankpledge, and whatsoever to view of frankpledge belongeth, courts, perquisites and profits of courts and leets, wards, marriages, homages, fealties, reliefs, escheats, heriots, fines, amerciaments, executions and returns, of all writs, goods and chattels of felons and fugitives, and persons outlawed and put in exigent, and of felons of themselves, deodands, waifs, estrays, treasure, trove markets, fairs, profits and tolls of markets and fairs, fines, forfeitures, mines, quarries, collieries, and all other royalties, franchises, liberties, privileges, immunities, profits, commodities, emoluments, easements, hereditaments, and appurtenances whatsoever, to the said lordships, boroughs, castles, rents, farms, and premises, or any of them, belonging, or in anywise appertaining, or to or with the same, or any of them, occupied, enjoyed, taken, had, or perceived, or accepted, reputed, adjudged, deemed, or taken as part, parcel, or member of the said manors, lordships, boroughs, castles, rents, farms,

and premises, or any of them, or reputed, or taken to belong or appertain thereunto, and all and singular other the manors, messuages, lands, tenements, and hereditaments whatsoever, late the estate of him the said *T.* late duke of —, in the said several counties of — and —, which, in and by the said indenture of release, dated the — day of —, —, were granted and released, or intended to be granted and released, to the several uses, and for the benefit of the several persons, and with the several remainders over therein expressed, and the reversion and reversions, remainder and remainders, of all and sundry the same hereditaments and premises, and of every part thereof, and all and every the rents, services, and profits to them, or any of them, incident, belonging, or in anywise appertaining; and all the estates, right, title, interest and property, claim and demand whatsoever, either in law or equity, of him the said *E.* duke of —, of, in, unto, and out of, all and every the said hereditaments and premises, or any of them, and of, in, unto, and out of, any part and parcel thereof; **TO HAVE AND** TO HOLD the said castle, manors, lordships, boroughs, messuages, farms, lands, tenements, rents, and hereditaments, and all and singular other the premises hereinbefore mentioned to be hereby granted and released, or intended so to be, with their and every of their rights, members, and appurtenances, unto the said *J. B.* his heirs and assigns, To the use of the said *J. B.* his heirs and assigns, to the intent that he the said *J. B.* may become perfect tenant of the freehold of the said castle, manors, lordships, boroughs, messuages, farms, lands, tenements, rents and hereditaments, and of all and singular other the premises hereinbefore mentioned to be hereby granted and released, or intended so to be, in order that two or more good and perfect common recoveries may be had and suffered in such manner as, herein-

SETTLEMENT.

Habendum.

To tenant to
precipe for
suffering a re-
covery.

SETTLEMENT.

after is expressed; and for that purpose it is hereby declared, concluded, and agreed, by and between the said parties to these presents, that it shall and may be lawful to and for the said *R. H.* before the end of Trinity term next following after the day of the date of these presents, at the costs and charges of the said *E. duke of —*, to sue forth and prosecute out of his majesty's high court of chancery, two or more several writs of entry *sur desseisin en le post*, one of them for the said hereditaments and premises in the said county of —, and the other of them for the said hereditaments and premises in the said county of —, and the several writs to be returnable, and to be returned, before his majesty's justices of the court of common pleas at *Westminster*, thereby demanding against *J. B.* the said castle, manors, lordships, boroughs, messuages, farms, lands, tenements, rents, hereditaments, and premises before mentioned to be hereby granted and released, or intended so to be, with their appurtenances, by such apt. and convenient name and names, quantities, qualities, members, and messuages, and acres, and other descriptions, to ascertain the same, as may effectually comprize the whole of the same castles, manors, messuages, farms, lands, hereditaments and premises so hereinbefore mentioned to be hereby granted and released, or intended so to be, with their appurtenances, and in such manner as counsel shall advise or judge to be requisite or convenient in that behalf; to which said writs of entry the said *J. B.* shall appear gratis, in his own proper person, or by his attorney lawfully authorised in that behalf, and shall vouch to warranty the said *E. duke of —*, who shall also appear in his own proper person, or by his attorney lawfully authorised in that behalf, and shall enter into the warranty, and shall vouch over to warranty the common vouchee of the same court, who shall also appear

and imparle, and after imparlance shall make default, and such further and other proceedings shall and may be had upon the said several writs, and the parties shall demean therein so and in such manner, as that two or more good and perfect common recoveries, with double voucher, shall and may be had, suffered, and executed, in all things, of the said several hereditaments and premises, according to the usual course, order, and form of suffering common recoveries, with double voucher for assurance of lands in such cases used. AND it is hereby declared and agreed by and between the said parties to these presents, and the true intent and meaning of them, and every of them, is hereby declared to be, that the said common recoveries, so as aforesaid, or in any other manner, or at any other time or times, to be had, suffered and executed, of or concerning the said castles, manors, lordships, boroughs, messuages, farms, lands, tenements, rents, hereditaments, and premises before mentioned to be hereby granted and released, or intended so to be; and also this present indenture of release, from and immediately after the suffering and executing of the same common recoveries, and likewise all and every other common recovery and common recoveries, conveyances and assurances in the law whatsoever, heretofore had, made, suffered, or executed, or at any time or times hereafter to be had, made, suffered, or executed, of the same castles, manors, messuages, lands, hereditaments and premises, or any of them, or any part thereof, by or between the said parties to these presents, or any of them, or whereunto they, or any of them, is, are, or shall or may be party or parties, privy or privies, or wherein the said E. duke of — shall be vouched, shall, from and after the suffering and perfecting the same, be and enure, and shall be adjudged, construed, deemed and taken, and so is and are, and

SETTLEMENT.

Uses of recovery declared.

SETTLEMENT.

was and were meant and intended to be and enure, and is and are hereby declared and agreed, by and between all and every the said parties to these presents, to be and enure; and the said *R. H.* the demandant or recoveror in the said recoveries to be named, and his heirs, and all and every other the recoverer and recoverers in the said recoveries named or to be named, and his and their heirs, shall stand and be seised of the castle, manors, lordships, boroughs, and messuages, farms, lands, tenements, rents, and hereditaments, in the same recoveries comprised, or to be comprised, and of every part and parcel thereof, To the use of the said *E. duke of —*, and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, and with such powers and privileges as hereinafter is and are mentioned; and after the determination of that estate, by forfeiture or otherwise, in the lifetime of the said *E. duke of —*, To the use of the said *R. earl of —* and *W. earl of —*, and their heirs, during the natural life of the said *E. duke of —*, upon trust, to preserve the contingent remainders hereinafter limited from being defeated or destroyed, and for that purpose to make entries and bring actions as occasion shall require, but nevertheless to permit and suffer the said *E. duke of —*, and his assigns, to receive and take the rents, issues and profits of the said premises to his and their own use, during the term of his natural life; and after the decease of the said *E. duke of —*, To the use of the first son of the body of the said *E. duke of —*, lawfully begotten or to be begotten, and of the heirs male of the body of such first son lawfully issuing; and, for default of such issue, to the use of the second, third, fourth, fifth, sixth, and all and every other the son and sons of the body of the said *E. duke of —*, lawfully begotten or to be begotten, severally, successively, and in

To use of owner for life.

To trustees to preserve, &c.

To first son in tail general.

Second, and other sons.

SETTLEMENT.

remainder, one after another, as they and every of them shall happen to be in priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the eldest of such sons, and the heir male of his body issuing, being preferred, and to take before the younger of the same sons, and the heirs male of his and their body and bodies issuing; and, for default of such issue, to the use of the said sir *P. M.* sir *R. T.* *T. G.* and *T. E.* their executors, administrators, and assigns, for and during, and unto the full end and term of — years, to be computed from the time of the decease of the said *E.* duke of —, and from thence next ensuing, and fully to be complete and ended, without impeachment of or for any manner of waste, upon the several trusts, and for the intents and purposes hereinafter mentioned and expressed concerning the same term, and from and after the end and expiration, or other sooner determination of the said term of — years, and subject thereunto, and to the trusts thereof, in the mean time, to the use of the said *T.* duke of —, *M. L.* and *W. C.* and their heirs, for and during the natural life of the said *C. H.* of —, in the county of —, the father, without impeachment of, or for any manner of waste upon the several trusts, nevertheless, and for the intents and purposes hereinafter mentioned and expressed concerning the same, and from and after the decease of the said *C. H.* the elder, to the use of the said *C. H.* the younger, of —, esq. eldest son and heir apparent of the said *C. H.* the elder, and his assigns, for and during the term of the natural life of him the said *C. H.* the son, without impeachment of, or for any manner of waste: and after the determination of that estate by forfeiture, or otherwise, in the life time of the said *C. H.* the son, to the use of the said *R.* earl of

To trustees for
a term of 99
years.

Upon trusts
hereinafter
mentioned.

SETTLEMENT.

Remainder to his first and other sons, in strict settlement.

Remainder to the second, third, fourth, fifth, sixth, and other sons of the body of the said C. H. the father.

—, and his heirs, during the natural life of the said C. H. the son, upon trust, to preserve the contingent remainders hereinafter limited, from being defeated or destroyed, and for that purpose to make entries, and bring actions, as occasion shall require, but nevertheless to permit and suffer the said C. H. the son, and his assigns, to receive and take the rents, issues, and profits, of the said premises, to his and their own use, during the term of his natural life, and after the decease of the said C. H. the son, to the use of the first son of the body of the said C. H. the son lawfully to be begotten, and of the heirs male of the body of such first son lawfully issuing, and for default of such issue, to the use of the second son of the body of the said C. H. the son lawfully to be begotten, and of the heirs male of the body of such second son lawfully issuing, and for default of such issue, to the use of the third, fourth, fifth, sixth, and of all and every other the son and sons of the body of the said C. H. the son, lawfully to be begotten, severally, successively, and in remainder, one after another, as they and every of them shall happen to be in priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons, and the heirs male of his body issuing being always preferred, and to take before the younger of the same sons, and the heirs male of his and their body and bodies issuing, and for default of such issue, to the use of the second, third, fourth, fifth, sixth, and of all and every other the son and sons of the body of the said C. H. the father, lawfully to be begotten, severally and in remainder, one after another, as they and every of them shall happen to be in priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons, and

the heirs male of his body issuing, being always preferred, and to take before the younger of the same sons, and the heirs male of his and their body and bodies issuing, and for default of such issue, to the use of the said *H. H.* of —, party to these presents, and his assigns, for and during the term of his natural life, without impeachment of, or for any manner of waste, and after the determination of that estate by forfeiture, or otherwise, in the life time of the said *H. H.* of —, to the use of the said *R.* earl of —, and *W.* earl of —, and their heirs, during the natural life of the said *H. H.* of —, upon trust, to preserve the contingent remainders hereinafter limited, from being defeated or destroyed, and for that purpose to make entries, and bring actions, as occasion shall require, but, nevertheless, to permit and suffer the said *H. H.* of —, and his assigns, to receive and take the rent, issues, and profits, of the said premises, to his and their own use, during the term of his natural life, and after the decease of the said *H. H.* of —, to the use of *B. H.* eldest son of the said *H. H.* of —, and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, and after the determination of that estate by forfeiture, or otherwise, in the life time of the said *B. H.* to the use of the said *R.* earl of —, and *W.* earl of —, and their heirs, during the natural life of them, the said *B. H.* upon trust, to preserve the contingent remainders hereinbefore limited, from being defeated or destroyed, and for that purpose to make entries, and bring actions, as occasion shall require, but nevertheless, to permit and suffer him the said *B. H.* and his assigns, to receive and take the rents, issues, and profits, of the said premises to his and their own use, during the term of his natural life, and after the decease of him the said *B. H.* to the use of the first son of

SETTLEMENT.

Remainder to trustees, to preserve contingent remainders.

Remainder to the use of his eldest son for life.

Remainder to trustees to preserve contingent remainders.

SETTLEMENT.

Remainder to first and other sons in strict settlement;

the body of him the said *B. H.* lawfully to be begotten, and of the heirs male of the body of such first son lawfully issuing, and for default of such issue, to the use of the second son of the body of him the said *B. H.* lawfully to be begotten, and of the heirs male of the body of such second son lawfully issuing, and for default of such issue, to the use of the third, fourth, fifth, sixth, and of all and every other the son and sons of the body of him the said *B. H.* lawfully to be begotten, severally, successively, and in remainder, one after another, as they and every of them shall happen to be in priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons, and the heirs male of his body issuing being always preferred, and to take before the younger of the same sons, and the heirs male of his and their body and bodies issuing, and for default of such issue, to the use of *H. H.* second son of the said *H. H.* of —, and his assigns, for and during the term of his natural life, without impeachment of, or for any manner of waste, and after the determination of the estate by forfeiture, or otherwise, in the life time of the said *H. H.* to the use of the said *R.* earl of —, and *W.* earl of — and their heirs, during the natural life of the said *H. H.* upon trust, to preserve the contingent remainders hereinafter limited from being defeated or destroyed, and for that purpose to make entries, and bring actions, as occasion shall require; but, nevertheless, to permit the said *H. H.* and his assigns, to receive and take the rents, issues, and profits, of the said premises, to his and their own use, during the term of his natural life, and after the decease of the said *H. H.* to the use of the first son of the body of the said *H. H.* lawfully to be begotten, and of the heirs male of the body of such first son lawfully issuing, and for default of such

Remainder to second son of *H. H.* for life.

Remainder to trustees to preserve contingent remainders.

issue, to the use of the second son of the body of the said *H. H.* lawfully to be begotten, and of the heirs male of the body of such second son lawfully issuing, and for default of such issue, to the use of the third, fourth, fifth, sixth, and of all and every other the son and sons of the body of the said *H. H.* lawfully to be begotten, severally, successively, and in remainder, one after another, as they and every of them shall happen to be in priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons, and the heirs male of his body issuing, being always preferred, and to take before the younger of such son and sons, and the heirs male of his and their body and bodies issuing, and for default of such issue, to the use of the first child, if a male, whereof *J.* now the wife of the said *H. H.* of —, is now enſient, (which first child, if a male, will be the third son of the said *H. H.* of —,) and his assigns, for and during the term of the natural life of such first male child, without impeachment of, or for any manner of waste, and after the determination of that estate by forfeiture, or otherwise, in the life time of such male child, to the use of the said *R.* earl of —, and *W.* earl of —, and their heirs, during the natural life of such male child, upon trust, to preserve the contingent remainders hereinafter limited, from being defeated or destroyed, and for that purpose to make entries, and bring actions, as occasion shall require; but, nevertheless, to permit and suffer the said male child and his assigns, to receive and take the rents, issues, and profits, of the said premises, to his and their own use, during the term of his natural life, and from and after the decease of such male child, to the use of the first son of the body of the said male child lawfully to be begotten, and of the heirs male of

SETTLEMENT.

Remainder to the third, fourth, fifth, &c. sons of the said *H. H.*

Remainder to the use of first child if male.

Remainder to use of first son of such male child in tail.

SETTLEMENT.

Remainder to
second son of
such male child.

Remainder to
third son of
H. H. of —.

Remainder to
fourth son in
tail.

Remainder to
fifth, sixth, se-
venth, and all
and every other
son and sons in
tail.

the body of such first son lawfully issuing, and for default of such issue, to the use of the second son of the body of the said male child lawfully to be begotten, and of the heirs male of the body of such second son lawfully issuing, and for default of such issue to the use of the third, fourth, fifth, sixth, and of all and every other the son and sons of the body of the said male child lawfully to be begotten, severally, successively, and in remainder, one after another, as they and every of them shall happen to be in priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons, and the heirs male of his body issuing, being always preferred, and to take before the younger of the same sons, and the heirs male of his and their body and bodies issuing, and for default of such issue, to the use of the third son of the body of the said H. H. of —, lawfully to be begotten (if the first child whereof the said J. now the wife of the said H. H. of —, is now enſient, shall not be a male,) and to the heirs male of the body of such third son lawfully issuing, and for default of such issue, to the use of the fourth son of the body of the said H. H. of —, lawfully to be begotten, and of the heirs male of the body of such fourth son lawfully issuing, and for default of such issue, to the use of the fifth, sixth, seventh, and of all and every other the son and sons of the body of the said H. H. of —, lawfully to be begotten, severally, successively, and in remainder, one after another, as they and every of them shall happen to be in priority of birth, and of the sole and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons, and the heirs male of his body issuing being always preferred, and to take before the younger of the same sons, and the heirs male of his and their body and

bodies issuing, and for default of such issue, to the use of the said *H.* earl of — and —, who is the lineal descendant of the right honourable the said *T. H.* afterwards earl of —, second son of the most honourable *T.* duke of —, long since deceased, and of the assigns of the said *H.* earl of — and —, for and during the term of his natural life, without impeachment of, or for any manner of waste, and after the determination of that estate, by forfeiture or otherwise, in the life time of the said *H.* earl of — and —, to the use of the said *R.* earl of —, and *W.* earl of —, and their heirs, during the natural life of the said *H.* earl of — and —, Upon trust, to preserve the contingent remainders hereinafter limited, from being defeated or destroyed, and for that purpose to make entries, and bring actions as occasion shall require, but nevertheless, to permit and suffer the said *H.* earl of — and —, and his assigns, to receive and take the rents, issues and profits of the said premises, to his and their own use, during the term of his natural life, and after the decease of the said *H.* earl of — and —, to the use of the first son of the body of the said *H.* earl of —, and —, lawfully begotten, or to be begotten, and of the heirs male of the body of such first son lawfully issuing, and for default of such issue to the use of the second son of the body of the said *H.* earl of — and —, lawfully begotten or to be begotten, and of the heirs male of the body of such second son lawfully issuing, and for default of such issue, to the use of the third, fourth, fifth, sixth, and of all and every other son and sons of the body of the said *H.* earl of — and —, lawfully begotten, or to be begotten, severally successively, and in remainder, one after another, as they and every of them shall happen to be, in priority of birth, and of the several respective heirs male of the body and bodies of all and every such

SETTLEMENT.
—————

Remainder to trustees to preserve contingent remainders.

SETTLEMENT.

Declaration of
the trusts of the
years term.

son and sons lawfully issuing, the elder of such sons and the heirs male of his body issuing, being always preferred, and to take before the younger of the same sons, and the heirs male of his and their body and bodies issuing, and for default of such issue, to the use of the said R. earl of —, and W. earl of —, their heirs and assigns, for ever, nevertheless, upon the several trusts, and for the several ends, intents, and purposes, hereinafter expressed, of and concerning the said several premises, and of and concerning the said uses and estates, so hereby limited to them the said R. earl of —, and W. earl of —, their heirs and assigns, as aforesaid; And as, for, touching, and concerning the said term and estate of — years, hereinbefore limited in use to them the said sir P. M. sir R. T. T. G. and T. E. their executors, administrators, and assigns, as aforesaid, it is hereby declared and agreed, by and between the said parties to these presents, that the said term and estate is so limited to them, upon the several trusts and confidences, and for the intents and purposes, and by, with, and under the several declarations, provisos, and agreements, in these presents after declared, of and concerning the same term and estate, (that is to say) Upon trust and confidence that they the said sir P. M. sir R. T. T. G. and T. E. and the survivors and survivor of them, and the executors, administrators, and assigns, of such survivor, do and shall immediately after the decease of the said E. duke of —, (he dying without leaving any issue male of his body living, or in being at the time of his death,) enter into and upon and take possession of all and every the said castles, manors, messuages, lands, tenements and hereditaments, comprised in the said term of — years, and do and shall take and receive all and every the rents, issues and profits which shall arise therefrom during so many years of the said term and estate

of — years, as the said *C. H.* of —, the father shall live, and during such further time as occasion may be or require, for the performance of the several trusts hereinafter declared, and in them the said trustees reposed, by virtue of the said term of — years, (employing such stewards, collectors, bailiffs, woodwards, agents, and receivers in the management of the said trust premises, as he and they shall think fit,) and do and shall pay and apply the said rents, issues, and profits, in the manner, and for the ends, intents, and purposes following, (that is to say) that the said trustees or the survivors or survivor of them, or the executors, administrators, or assigns, of such survivor, do and shall in the first place, pay and discharge all such salaries, allowances, and payments as shall from time to time become due or payable to any such stewards, collectors, bailiffs, woodwards, agents, and receivers as shall be so employed as aforesaid, and in the next place, do and shall pay and defray all costs and charges incurred or to be incurred, for keeping the said premises, or any part thereof, in repair, or for the preservation thereof, and also all and every the costs, charges, and expences incident to, or attending the execution of the said trusts, and then do and shall during so many years, and such times as aforesaid, answer, pay, satisfy, and discharge, all and every the yearly and other sum and sums of money which shall incur or grow due, by way of interest money, for or in respect of any principal sum or sums not exceeding in the whole, the gross principal sum of —, which the said *E.* duke of —, shall or may at any time or times during his life, in pursuance or in exercise of the power or powers hereinafter to him in that behalf reserved, have borrowed or taken up at interest, or have charged, or directed, or applied to be charged or made chargeable on the said hereditaments and premises, or any part there-

SETTLEMENT.

In trust to pay salary and expences incurred in repairs.

SETTLEMENT.

of, and also do and shall during so many years as
 afore said, pay, satisfy, and discharge all such yearly
 rent-charges, annual sums, life-rents, annuities,
 and annual payments, as by or under any direc-
 tions, limitations, appointments, act or deed to be
 made, done, or executed by the said *E. duke of*
 —, or any other of the persons named in these
 presents, in pursuance of, or by force and virtue,
 or in exercise of any of the powers or authorities
 hereinafter to him or them reserved, shall incur or
 become or grow due or payable to the most noble
M. duchess of —, the wife of the said duke, or
 to any other person or persons whomsoever in re-
 spect of the rent-charges, annual sums or payments
 which he, she, or they shall be entitled to, under
 any such direction, limitation, appointment, act or
 deed so to be made as afore said, or in such other
 manner as hereinafter in that behalf is mentioned;
 and subject to the performance of the said trusts;
 it is hereby declared that the said term and estate
 of — years, is hereby limited in use to them the
 said *sir P.M. sir T.R. T.G. and T.E.* their
 executors, administrators, and assigns, Upon fur-
 ther trust, that they the said trustees, and the sur-
 vivors and survivor of them, and the executors,
 administrators, and assigns, of such survivor, do
 and shall yearly and every year, after the decease of
 the said *E. duke of* —, he dying without issue
 male living or in being at the time of his death,
 as afore said, and during so many years of the said
 term of — years, as occasion may require, for
 the performance of the said trusts hereby reposed
 in the said trustees, mark, allot, and set out, or
 cause to be marked, allotted, and set out, such
 timber and timber trees to be felled from off the
 said premises, as shall from time to time be want-
 ing for the new buildings, repairing, or amending
 all or any of the furnaces, forges, iron works,
 mills, messuages, farms, houses, out-houses, edi-

Fell timber for
 repairs.

fices, or buildings, now standing or being, or here-
 after to be erected, standing, or being upon all
 or any of the said premises, comprised in the said
 term of ——— years, in order that the same may be
 accordingly felled, cut down, and used for the re-
 paration, amendment, or new buildings of such
 furnaces, forges, or iron-works, mills, houses,
 edifices, and buildings, and so as the said several
 furnaces, forges, works, houses, edifices, and
 buildings, may from time to time be supported
 and kept in good and tenantable repair. AND
 upon further trusts, that they the said *fir P. M.*
fir R. T. T. G. and *T. E.* and the survivors and
 survivor of them, and the executors, administra-
 tors, and assigns, of such survivor, and his and
 their agents, or servants, to be by him and them
 employed in pursuance of these presents, do and
 shall, by making entries upon the said premises,
 or by bringing actions against all persons offend-
 ing therein, and by all other proper ways and
 means, guard and preserve, at all times, and from
 time to time during the continuance of the said
 term and estate of ——— years, of and in the said
 premises, all and every the woods, coppices, and
 under-woods, and all and every the timber and
 other trees, as well pollards as others, now stand-
 ing or being, or which hereafter shall grow or be
 upon the said premises, or any part thereof, other
 than such timber and other trees, as aforesaid,
 from being felled, cut down, lopped, cropped,
 topped, or otherwise spoiled or damnified, in any
 other manner than, and save and except so far
 only as the same may be necessary, requisite, or
 unavoidable, in respect of such quantity of wood
 and timber as shall or may be annually felled and
 cut down, in pursuance of the trusts hereinbefore
 and after declared; and also do and shall, by the
 like proper ways and means, guard, defend, pre-
 serve, and protect, all and every the coppices,

SETTLE-
 MENT.

Upon further
 trust.

To prevent the
 timber from
 being cut
 down, except,
 &c.

SETTLEMENT.

And to protect the coppices, &c. from waste.

And upon further trust.

During the said term, make a survey of the said woods, &c.

springs, woods, trees, under-woods, and wood-grounds, standing, being, or growing, or hereafter to be standing or growing on the said hereditaments and premises, and all and every the young shoots and cions, &c. arising, or to arise therefrom or therein, from all other waste, spoil, and damage, other than as hereinbefore or hereinafter is expressed, and subject to the several trusts aforesaid, upon further trust, that they the said Sir *I. M.* Sir *R. T.* *T. G.* and *T. E.* and the survivors and survivor of them, and the executors, administrators, and assigns, of such survivor, do and shall, yearly, and every year after the decease of the said *E. duke* of —, (he dying without issue male living, or in being at his death, as aforesaid,) AND during so many years of the said term of — years as occasion shall require, for the performance of the said trust, make a view, survey, and estimate, or cause to be made a view, survey, and estimate, of all and every the woods, springs, coppices, under-woods, and wood-grounds, now standing, being, or growing, or hereafter to be standing, being, or growing, upon all or any of the said hereditaments and premises comprised in the said term and estate of — years, hereinbefore mentioned to be limited in use to them the said last mentioned trustees, as aforesaid, and of the whole quantity by admeasurement thereof, distinguishing the growth and maturity of each parcel, in point of age and time, from the last cutting thereof, and do and shall thereupon allot and set out a due proportion and quantity of such springs, coppices, woods, under-woods, and wood-grounds, for each year's fall, so as that regular falls shall and may be made of such woods in a due and constant rotation, without diminution to the falls of the next succeeding year or years, and so that the order, cutting, and falling the same, in a stated quantity in each year, may always be kept up, and that there may always

in each year be a fall of wood of sufficient growth and maturity, during the continuance of the said trusts, and do and shall accordingly, and every year fell, cut down, make sale, and dispose of, or cause to be felled, cut down, sold, and disposed of the said stated quantity and proportion of the said coppices, woods, and under-wood, so as and under this express condition and proviso, nevertheless, that there shall not, in any one year, be felled, cut down, or sold, any greater quantity than what shall, upon a fair valuation, be worth, to be sold, inclusive of bank and cord-wood, the sum of — by the year at the most, over and above, and after the due deduction of all costs, charges, and expences, which they the said trustees for the time being shall sustain, be at, put unto, in or about the felling or cutting down such timber and timber-trees, woods, coppice or under-woods, or otherwise, in the execution of the trusts hereby in them reposed, and do and shall pay, apply, and dispose of the money arising by such sale or sales, for such intents and purposes, and for the benefit of the several persons, as the said yearly rents and profits of the said manors, messuages, farms, lands, hereditaments, and premises, hereinbefore limited, in use to them the said trustees, for the said term of — years, are hereby directed to be paid and applied, from time to time during the continuance of the said trusts: And upon this further trust, that they the said sir P. M. sir R. T. T. G. and T. E. and the survivors and survivor of them, do and shall, after the decease of the said E. duke of —, (he dying without any issue male living, or in being, as aforesaid,) yearly, and every year during the life of the said C. H. the father, by and out of the residue and overplus which shall remain in his or their hands, of the said yearly rents and profits of the said several premises, comprised

SETTLEMENT.

And sell the same, and dispose thereof.

Not to exceed the amount of — a year, over and above costs and expences sustained in selling the same.

The same to be paid to the persons entitled to the yearly rents and profits of the same trust premises.

And upon further trust,

during the life of the said C. H. the father, out of the residue and overplus of the said yearly

SETTLEMENT.

rents, to pay unto the said T. duke of — &c. in trust for the separate use of C. the wife of the said C. H. during the joint lives, &c. such sum not exceeding the yearly sum of —, as the said C. H. the son, shall direct or appoint; which said sum, so to be paid, shall be payable half yearly.

And upon further trusts, as soon as the said C. H. the father, shall have limited unto the use of C. his wife, for her jointure, a sum not exceeding —, nor to be less than — a year, to be issuing out of premises, which he will be entitled to, under the will of T. duke of —.

That the trustees of the said term of —

in the said term, well and truly pay unto them, the said T. duke of —, M. L. and W. C. in trust for the separate use of C. the wife of the said C. H. during the joint lives of the said C. and the said C. H. the father, any such yearly sum, not exceeding the yearly sum of —, tax free, and without deduction, as the said C. H. the son, by any deed or instrument, in writing, sealed and delivered by him, in the presence of two or more credible witnesses, with or without power of revocation, shall direct or appoint, which said annual sum, so to be appointed and paid to the said T. duke of —, M. L. and W. C. their executors, administrators, and assigns, shall be payable half-yearly, and shall remain in their respective hands, for the benefit of the said C. H. or of such persons, and for such purposes as she shall appoint, upon the trusts, and in the manner hereinafter mentioned concerning the same, and upon farther trust that, from and after the decease of the said E. duke of —, (he dying without issue male living, or in being, at his death as aforesaid,) and when, and as soon as the said C. H. the father, shall, in pursuance of the power and authorities to him given and reserved, in and by the said will of the said T. duke of —, the brother, by such deed or instrument as is for that purpose mentioned in the said will, effectually have limited and applied unto, and for the benefit of the said C. his wife, for her life, for her jointure, in case she shall survive the said C. H. the father, some yearly rent-charge, or annual sum, not exceeding £ —, by the year, nor to be less than or under £ —, by the year, to be issuing out of the said hereditaments and premises, which he the said C. H. the father, will be then entitled to, under the said will of the said T. duke of —, the brother, they the said sir P. M. sir R. T. T. G. and T. E. and the survivors and survivor of them,

his executors, administrators, and assigns, do and shall, by and out of the residue and overplus then to remain in their hands, of the said rents, issues, and profits of the said hereditaments and premises, to be comprised in the said term of — years, yearly and every year during the life of the said C. H. the father, pay and apply the yearly sum of —, tax free, unto or for the benefit of the said C. H. the father, the same being hereby allotted to him upon the condition aforesaid, over and above all his own estates and revenues, for the better sustentation of his dignity, as he will then be possessed of and will enjoy the title and dignity of duke of —; but until the said C. H. the father, shall perform the said condition hereinbefore contained, he is not to be entitled to have or receive the said yearly sum of —, or any part thereof; and upon further trust, that they the said sir P. M. sir R. T. T. G. and T. E. and the survivors and survivor of them, and the executors, administrators, and assigns, of such survivor, do and shall, after the decease of the said E. duke of —, (he dying without issue male living, or in being, at the time of his decease,) duly account with the several persons hereinafter named, for and in respect of all the rest, residue, and overplus of the annual rents, revenues, issues, and profits, which shall come to, or remain after the payments and deduction aforesaid, and all other reasonable payments and deductions, in the hands of the said trustees, by or out of, or forthcoming from the said several hereditaments and premises, comprised, or to be comprised, in the said term of — years, so hereby limited, in use to the said trustees as aforesaid, and do and shall duly answer and pay the same unto the said C. H. the son, during so many years of the said term of — years as he shall live; and after his decease unto the guardians of such of his sons as shall be

SETTLEMENT.

years shall, out of the rents, &c. thereof, yearly, during the life of the said

C. H. pay the yearly sum of —, tax free, unto and for the benefit of the said C. H. the father, in support of his dignity as duke of —.

But until the said condition is performed, the said C. H. the father, not to be entitled to the said sum.

And upon further trust, that the said trustees duly account with the several persons hereinafter named, for the rest, residue, and surplus of the annual rents which shall remain after the said payments and deductions, in their hands from the said hereditaments and premises.

And pay the same to the said C. H. the son, during so long as he shall live of the said term; and after

SETTLEMENT.

his decease, unto the guardian of such of his sons as shall not be entitled to the inheritance of said premises, if under 21.

And as soon as there shall be any such son, of the age of 21, then to answer and pay such rent and residue unto such of the said sons as shall be entitled to the freehold and inheritance of the said hereditaments.

At which time the said term is to cease and determine; and failing such son and sons, then unto such other person and persons, being the son or sons of the said C. H. as shall, for the time being, be next entitled to the freehold and inheritance of the said premises; and failing such sons to, &c.

Power for the trustees, with the assent of parties intrusted, to lease.

next entitled to the inheritance of the said hereditaments and premises, in case such son or sons shall be under the age of 21 years; and when and so soon as there shall be any such son, who shall have attained the age of 21 years, then do and shall, after the decease of the said C. H. the son, answer and pay such rest, residue, and overplus, unto such of the said sons as shall be then actually entitled to the freehold and inheritance, by and under the limitations hereinbefore contained of the said hereditaments and premises, so comprised, or to be comprised, in the said term of — years, (at which time the said term, by and under the proviso hereinafter contained, but without prejudice to such of the said trusts, which shall remain to be performed as hereinafter mentioned, is to cease and determine;) and failing such son and sons, do and shall answer and pay such rest, residue, and overplus, unto such other person and persons, being the son or sons of the said C. H. the father, or his or their issue male, successively, as shall, for the time being, be next entitled, by virtue of the said limitations, to the freehold and inheritance of the same hereditaments and premises; and failing such sons or issue male of the said C. H. the father, do and shall answer and pay such rest, residue, and overplus, unto the said H. H. of —, for and during so many years of the said term of — years as he shall live; and after his decease unto such person and persons as, by virtue of the limitations hereinbefore contained shall, from time to time, after the decease of the said H. H. of —, to be then next actually entitled to any estate of freehold in possession, of and in the same premises; and it is hereby agreed and declared, by and between all the parties to these presents, that it shall and may be lawful to and for the said sir P. M. sir R. T. T. G. and T. E. and to and for the survivors and survivor

SETTLEMENT.

of them, and to and for the executors and administrators of such survivor, and he and they is and are hereby authorized and directed, from time to time, (after the decease of the said *E.* duke of —, he dying without any issue male living, or in being, at the time of his death as aforesaid,) from time to time, during the continuance of the said trusts hereby declared of and concerning the said term of — years, by and with the express consent and concurrence of the said *C. H.* the son, and *H. H.* of —, or of the survivor of them, or of the executors or administrators of such survivor, by indenture and indentures, under the respective hands and seals of them the said trustees, for the time being, to demise, lease, or grant, or join or concur with the person or persons to whom any power of leasing is hereby, by virtue of the proviso hereinafter contained, reserved as such person or persons shall be actually entitled to any estate of freehold, of and in the premises, in any demise, lease, or grant of all or any part of the said manors, messuages, farms, lands, tenements, hereditaments, and premises, comprised, or to be comprised in the said term of — years, for any such term or number of years, to take effect in possession, and not in reversion, as hereinafter is mentioned, (that is to say,) for the purpose of new building, or of effectually rebuilding and repairing any of the messuages, houses, out-houses, edifices, works, structures, buildings, or erections, now standing or being, or hereafter to stand or be, upon any of the said hereditaments and premises, comprised in the said term of — years, to demise, lease, or grant, or to join or concur in the demise, leasing, or granting, any of such hereditaments and premises, unto any person or persons whomsoever, for any term or number of years, not exceeding — years, to take effect in possession, and not in reversion, so as

For the purpose of new building, for — years.

SETTLEMENT.

And for any
other purpose.

upon every such grant, demise, or lease, there be reserved, during the continuance thereof, as much or as beneficial yearly rent or rents, (to be incident to the immediate reversion of the said premises,) as can or may be reasonably had or obtained for the same, without taking any fine for the making such grant, demise, or lease, and for any other reasonable purpose, to demise, lease, or grant, or to join or concur in the demising, leasing, or granting, any of the said hereditaments and premises, comprised, or to be comprised in the said term of — years, unto any person or persons whomsoever, for any term or number of years, not exceeding — years, to take effect in possession, and not in reversion, so as there be reserved, on every such last-mentioned demise, lease, or grant, the best and most improved yearly rent, (to be incident to the immediate reversion of the premises,) that can be reasonably had or gotten for the same, without taking any fine for the making thereof: Provided that there be contained in all and every such demise, lease, or grant, as well for — years, or under, as for — years, or under a condition of re-entry, on non-payment of the rent thereby to be reserved, and so as the respective lessee to whom any such lease or leases, demise, or grants, shall be made or executed, make or execute counterparts of his and their respective leases, demises, and grants, and do thereby covenant for the due payment of the rents thereby to be respectively reserved, and so as all demises, leases, or grants, be so framed as that there be not contained therein any clause or clauses, whereby any power or authority shall or may be given to any lessee or lessees, grantee or grantees, whatsoever, to commit, waste, or to exempt him or them from punishment for committing the same: Provided always, and it is hereby declared and agreed, by and between the

SETTLE-
MENT.

parties to these presents, that when and so soon as any person or persons whomsoever, being of the age of — years, shall, by virtue of the limitations in these presents before contained, become entitled in possession to any actual estate of inheritance of and in the said castles, manors, lordships, messuages, lands, tenements, and hereditaments hereinbefore mentioned to be hereby granted and released, and when and so soon as all the trusts and purposes, for the benefit of any person or persons now in being hereinbefore declared, of and concerning the said term and estate of — years, of and in the said premises, shall be by the ways and means aforesaid, effectually performed or satisfied, or shall by any other means be discharged, then and from thenceforth, the costs and charges of the said trustees being first fully paid and satisfied, the said term and estate of — years, so hereby limited in use to them the said *fir P. M. fir R. T. T. G. and T. E.* their executors, administrators, and assigns, of and in the said hereditaments and premises hereinbefore mentioned to be hereby granted and released, shall cease, determine, and be void, to all intents and purposes, but without prejudice to any disposition, lease, grant, matter, or thing, at any time heretofore made or done by the said trustees, or any of them, in pursuance of the trust hereinbefore declared, of and concerning the said term and estate of — years, and as for and concerning the said use and estates hereinbefore limited to them, the said *T. duke of —, M. L. and W. C.* and their heirs, during the life of the said *C. H.* the father; and also as for and concerning the said annual sum of —, by and under the trusts hereinbefore declared of and concerning the said term of — years, directed to be paid to them the said *T. duke of —, M. L. and W. C.* their executors, administrators, and assigns, during the joint lives of

SETTLEMENT.

To pay and dispose of the same unto such person or persons, &c. as the said C. the wife of the said C. H. the father, shall appoint,

and for want of appointment, or as to so much as shall be unappointed, unto the said C. for her separate use.

Her receipts, or those of her appointing, to be a discharge.

C. H. the father to have no controul over the same,

them the said C. H. the father, and C. his wife, it is hereby declared, that the said estate and interest are limited to them, upon the several trusts, and for the several intents and purposes hereinafter declared, (that is to say,) as for and concerning the said annual sum of —, so directed to be paid to them the said duke of —, M. L. and W. C. their executors, administrators, and assigns, during their said joint lives, it is hereby declared, that the same is so limited to them, upon trust, that they the said T. duke of —, M. L. and W. C. and the survivors and survivor of them, and the executors and administrators of such survivor, do and shall, yearly and every year, during the said joint lives, pay, apply, and dispose of the said annual sum of —, unto and for the benefit of such person and persons, and to and for such intents and purposes as she the said C. the wife of the said C. H. the father, shall, from time to time, during such joint life, by any note or memorandum, in writing, notwithstanding her coverture, and as if she was sole or unmarried, signed with her hand, direct and appoint; and when and so often as no such direction or appointment shall be made, do, and shall, pay the said annual sum, or so much thereof, as shall from time to time remain unappointed, into the proper hands of her the said G. the wife of the said C. H. the father, for her separate use, exclusive of the said C. H. her husband; and the receipt and receipts of her the said C. H. under her hand, or of such person or persons as she shall from time to time appoint to receive the same, or any part thereof, under his and their hands, shall from time to time be a good and effectual discharge for the sum or sums which shall be so paid by the said trustee, and that he the said C. H. the father, shall have no controul over, nor any power to intermeddle with, or to alien, charge or en-

cumber, the said annual sum, or any part thereof, **SETTLEMENT.** neither shall the same be subject to his debts or engagements, and as for and concerning the said use and estate, of and in the said castles, manors, lands, tenements and hereditaments so limited, in use to the said *T. duke of —, M. L. and W.C.* and their heirs, during the life of the said *C. H. the father* : And it is hereby declared, that the said use and estate is so limited to them upon trust, that they the said *T. duke of —, M. L. and W.C.* and the survivor and survivors of them, and the heirs and assigns of such survivor, do and shall, from time to time, during the life of the said *C. H. the father*, and *C. his wife*, do and execute all such acts, matters and things, as shall from time to time be deemed requisite or expedient, as well to enable and empower the said *sir P. M. R. T. T. G. and T. E.* the survivors and survivor of them, and the executors and administrators of such survivor, to perform and execute all and every the trusts hereinbefore declared, of and concerning the said term of — years hereinbefore limited, in use to them as afore said, as to authorize and enable the said *C. H. the son*, and all the subsequent remainders hereinbefore named, to have and receive, during the life of the said *C. H. the father*, all the rest, residue, and overplus of the rents, issues, and profits of the premises comprised in the said term, and subject thereto, Upon trust, that he and they shall do and perform all such acts, matters and things as shall be expedient to support and preserve the contingent remainders by these presents limited, after the death of the said *C. H. the father*, from being defeated or destroyed, and for that purpose do and shall make entries, and bring action or actions, as occasion shall require, but nevertheless shall permit and suffer the said *sir P. M. sir R. T. T. G. and T. E.* and the survivors and survivor of them, and the

nor shall it be subject to his debts and engagements.

And as to the use and estate limited to the said *T. duke of —, of &c.* the same is so limited to them upon trust,

as well to enable and empower the said *sir P. M. &c.* to perform and execute the trusts of the said term of — years, as to enable the said *C. H. the son*, and all the subsequent remainders, to have and receive, during the life of the said *C. H. the father*, the rents, issues, and profits of the premises comprised in the said term and subject thereto upon trust, to support the contingent remainders limited after the death of the said *C. H. the father*, from being defeated, &c.

SETTLE-
MENT.

executors, administrators and assigns of such survivor, to receive and take all the rents, issues and profits of the said premises, for and in pursuance of the trusts of the said term of --- years, according to declarations and agreements hereinbefore contained, to the intent that so much of the said rents, issues and profits as shall be necessary, shall and may be applied, in and for the performance of the said trusts, and that the rest, residue, and overplus may be answered and paid to the said C. H. the son, and the subsequent remainder according to the trusts, directions, declarations and agreements hereinbefore expressed and declared, of and concerning the said term of --- years.

Provido that if C. H. the father should die without issue, but survive C. H. the son, and there should be no issue male of him the said C. H. the father in being, then the said rents, &c. to be laid up and accumulate until their shall be issue of the said C. H. the father,

and then the same, with interest, shall go and be applied to his and their use,

and on failure of issue of him or them, and of issue of C. H. the father,

PROVIDED nevertheless, that in case the said C. H. the son shall depart this life without leaving any issue male living, or in being, at the time of his decease, and the said C. H. the father shall survive him the said C. H. the son, and that there shall not at any time be issue male of the body of him the said C. H. the said father in being, then and in such event the said last mentioned rest, residue and overplus, shall be laid up and accumulate, and for that purpose shall be placed out upon real or government securities, at interest, and shall so remain until there shall be issue male of the body of the said C. H. the father in being, and when and so soon as there shall be any such issue male in being, the same, with the interest thereof, shall go and be applied for his, her, or their use and benefit, but if such issue male shall afterwards depart this life without issue male, or if there shall, after the death of the said C. H. the father, be a failure of issue male of the body of him the said C. H. the father, then all the said monies so laid up and accumulated, and also all the rest, residue and overplus then arisen, or hereafter to arise, of the said rents, revenues, issues and profits of the said premises, in such last mentioned event, together with all interest and pro-

ceeds arisen from the monies so laid up and accumulated, shall be duly answered, and paid unto the said *H. H.* of —, and from thenceforth the rest, residue and overplus, yearly to arise from the said rents and profits, shall from time to time be answered and paid to the said *H. H.* of —, for and during so many years of the said term of — as he shall live, and after his decease unto such person and persons as by virtue of the limitations hereinbefore contained shall, from time to time, after the decease of the said *H. H.* of —, be then next actually entitled to any estate of freehold in possession, of and in the same premises, any thing in these premises contained to the contrary thereof in any wise notwithstanding. **PRO-**VIDED always, and it is hereby declared and agreed, by and between the said parties to these presents, that it shall and may be lawful, to and for the said *E. duke* of —, at any time or times hereafter, by any deed or deeds, instrument or instruments in writing, with or without power of revocation, to be by him sealed and delivered, in the presence of, and to be attested by two or more credible witnesses, to grant, limit, or appoint to, or to the use of, or for the benefit of, or in trust, for the most noble *M. duchess* of —, his now wife, for herself and her better support or livelihood, any annual sum or sums, yearly rent-charge or charges, not exceeding in the whole the yearly sum of — of lawful money of *Great Britain*, by the year, tax free, and without any deductions, to be issuing out of, and chargeable upon, all or any part of the castles, manors, lordships, boroughs, lands, hereditaments and premises hereinbefore mentioned to be hereby granted and released, and whereof the said two common recoveries are intended to be suffered, either over and besides, and in augmentation of, and as an addition, to or in lieu of, or in recompense for any

SETTLEMENT.

then to be paid to *H. H.* of —, for so many years, of the term as he shall live, and after his death unto such person and persons as by virtue of the limitations hereinbefore contained shall be intitled to the inheritance of the said premises.

Proviso for the said *E. duke* of — to appoint a sum or sums not exceeding — in trust for his now duchess,

to be issuing out of the said principal,

over and besides, and in augmentation of her jointure.

SETTLE-
MENT.

The said rent-charge when made to remain charged and chargeable upon the said hereditaments.

The same to be subject to such conditions, &c. as the said duke shall appoint.

other rent-charge or rent-charges, annual sum or sums, or other jointure or jointures, provision or provisions whatsoever, at any time or times heretofore granted, settled, limited, made or appointed, unto or to the use of, or in trust for, or for the benefit of the said *M. duchess* of —, by him the said *E. duke* of —, as to him the said *E. duke* of —, shall seem meet, and when, and so soon as such grants, limitations and appointments shall be made, the annual sum and sums, yearly rent-charge or rent-charges, hereby to be granted, limited or appointed, shall be and remain charged and chargeable upon the said last mentioned premises, and all and every the grants, limitations and appurtenances so to be made, by the said *E. duke* of —, in pursuance of this present power, to, or to the use, or for the benefit of, or in trust for the said *M. duchess* of —, of such annual sum and sums, rent-charge or rent-charges, shall and may be made by him the said *E. duke* of —, in and by such deed or instrument, as afore said, to be subject to and for, with, and under, or without being subject to or under any such conditions or restrictions, limitations and provisos, and he the said *E. duke* of —, shall have full power and authority to add or annex to, and insert in every or any such grants, conditions, restrictions, declarations, limitations and provisos, and the estate and interest of her the said *M. duchess* of —, and of her trustees, of and in such annual sum and sums, rent-charge and rent-charges, so to be granted, limited or appointed, to, or to the use, or for the benefit of, or in trust for the said *M. duchess* of —, shall be and remain subject to, and shall vest and take place, or shall not take place, or shall determine and be defeated, according to all and every such terms, conditions, restrictions, declarations, limitations and provisos, as to him the said *E. duke*

of —, shall from time to time seem meet, and as he the said *E.* duke of —, shall in and by any such deed and deeds, instrument or instruments, direct; and he the said *E.* duke of —, shall have full power and authority, and shall be enabled, in and by the same deed or deeds, instrument or instruments in writing, so to be by him sealed and delivered as aforesaid, or by any other such like deed or deeds, instrument or instruments, so likewise to be sealed and delivered by him as aforesaid, to give, reserve, limit and appoint, to her the said *M.* duchess of —, and her assigns, or to any person or persons in trust for her, or for her benefit, such powers and remedies, either by distress or entry, or otherwise, for the recovery of such annual sum or sums, yearly rent-charge or yearly rent-charges, as shall be so granted, limited or appointed, by him the said *E.* duke of —, in pursuance of this present power, when in arrear, and to limit and appoint such terms of years, of and in the same premises, to any person or persons, for the better securing the due payment thereof, to take effect immediately after the decease of him the said *E.* duke of —, as he the said *E.* duke of — shall think fit, and shall, in and by such deed or deeds, instrument or instruments, declare and direct. PROVIDED always, and it is hereby declared and agreed, by and between the said parties to these presents, that if the said *M.* duchess of —, shall depart this life in the life-time of the said *E.* duke of —, then and in such case it shall and may be lawful, to and for the said *E.* duke of —, by any deed or deeds, instrument or instruments in writing, with or without power of revocation, to be by him sealed and delivered in the presence of, and to be attested by two or more credible witnesses, to grant, limit or appoint, to, or to the use of any such woman or women, whom he the

SETTLEMENT.

The said duke to have power to secure the same by distress, entry, and demise.

Proviso in case of the death of *W.* duchess of —, giving the duke a like power vested in him to appoint a jointure to a second wife, not exceeding — a year.

SETTLE-
MENT.

saïd *E.* duke of — may, after the decease of the saïd *M.* duchefs of —, happen to marry or take to wife, for her or their life or lives, for or in nature of a jointure for her or them, and in bar, or without being in bar, of her or their dower, any annual sum, or yearly rent-charge, not exceeding — by the year, tax free, without any deduction, to be issuing out of, and chargeable upon, all or any part of the castles, manors, lordships, boroughs, lands, hereditaments and premises hereby granted and released, or meant, mentioned, or intended so to be, with such powers and remedies for the recovering such annual sum or yearly rent-charge, when in arrear, and such term of years, for the better securing the due payment thereof, to take effect immediately after the decease of the saïd *E.* duke of —, and such grant, limitation, or appointment, to be made either before or after such interims, &c. as to him the saïd *E.* duke of —, shall seem meet.

Power to raise
and take up
a sum not ex-
ceeding —, on
security of the
saïd premises.

PROVIDED also, and it is hereby declared and agreed, by and between the saïd parties to these presents, that it shall and may be lawful, to and for the saïd *E.* duke of —, at any time hereafter, by any deed or deeds, instrument or instruments in writing, to be sealed and delivered by him, and to be attested by two or more credible witnesses, to borrow and take up, at interest, on the credit of all or any of the aforesaid castles, manors, messuages, farms, lands and hereditaments hereinbefore mentioned to be granted and released, and whereof the saïd two common recoveries are hereby intended and agreed to be suffered as aforesaid, any sum or sums of money not exceeding the principal sum hereinafter mentioned, and for the purposes of securing the money so to be borrowed and taken up, or for the purpose of securing any sum or sums already borrowed or taken up, or already due and owing by him the saïd *E.* duke of —, or for any such

other purpose, or on any such occasion, as to him the said E. duke of — shall seem meet or necessary, and at his free will and pleasure to subject and charge all or any of the same castles, manors, messuages, farms, lands and hereditaments so hereby granted and released, with and for the payment of any sum or sums so due or owing, or borrowed or taken up, or with and for the payment of any other principal sum or sums whatsoever, unto or for the benefit of any person or persons whomsoever, and for such intents and purposes as to him the said E. duke of — shall seem meet, so as all and every the principal sum or sums which shall be so borrowed or taken up, or which the said hereditaments and premises, or any part thereof, shall be subjected to, or made liable to, or which shall be charged on the same premises, or any part thereof, shall and do not, in the whole, exceed or amount to more than the principal sum of —, with reasonable interest for the forbearance thereof; and he the said E. duke of —, shall have full power and authority, at his free will and pleasure, by the same deed or deeds, instrument or instruments, or any other such like deed or deeds, instrument or instruments, so sealed, delivered and attested, as last is mentioned, in order to, and for the purpose of, securing any such principal sum or sums, so not exceeding in the whole the said principal sum of —, with interest, to limit or create any term of years, or to make or execute any demise or demises, lease or leases, by way of mortgage of the premises, so to be charged, or any part or parcel thereof, for any term or number of years whatsoever, without impeachment of waste, so as the estate and estates which shall be granted by all and every such deed and deeds, instrument or instruments, demise or demises, lease or leases, be made redeemable or defeazable, on full payment of the said sum of —, and the interest

SETTLEMENT.
—

And for securing the same, to limit a term of years, and execute a demise, &c.

without impeachment of waste,

such demise to be redeemable or defeasible, on payment of said debt, &c.

SETTLEMENT.

and so as the
said E. duke of
— do keep
down the in-
terest, or do
covenant and
agree so to do.

Power to grant
annuities not
exceeding —,
to be issuing
out of the said
premises.

thereof, or so much of such principal and interest as the said premises, or any part thereof, shall be so charged with, or be made subject and liable to pay and satisfy, by virtue of the present power or proviso, by the person or persons who for the time being shall be next entitled to the freehold and inheritance of the said premises so to be demised, and so as the said E. duke of —, do keep down during his life the interest of the same sum or sums of money which shall be so charged by him by virtue of the same power, or do covenant and agree so to do, by some deed or deeds, instruments or instruments in writing, so sealed and delivered by him as aforesaid. PROVIDED always, and it is hereby declared and agreed, by and between the said parties to these presents, that it shall and may be lawful, to and for the said E. duke of —, at any time hereafter, by any deed or deeds, instrument or instruments in writing, to be sealed and delivered by him, and to be attested by two or more credible witnesses, to grant, limit or appoint, unto and to the use, or for the benefit of any person or persons whomsoever, for and during the respective natural lives of any person or person, any life rent or rents, annual sum or sums, or any annuity or annuities, or to secure any life rent or rents, annual sum or sums, or any annuity or annuities already granted unto any person or persons whatsoever, for and during the respective natural lives of such person and persons, so as all and every such life rent or rents, annual sum or sums, annuity or annuities, being computed together, do not exceed or amount to more in the whole, in any one year, than the sum of —, tax free, without any deduction, to be issuing out of, and chargeable upon, all or any part of the castles, manors, lordships, boroughs, lands, hereditaments and premises hereby granted and released, or meant, mentioned, or intended

SETTLE-
MENT.

so to be. AND the said *E.* duke of —, shall have full power and authority, by any such deed or instruments as aforesaid, to give and grant to any such annuitant or annuitants, grantee or grantees, such powers and remedies for the recovering of such life rent or rents, annuity or annuities, when unpaid or in arrears, such terms of years for the better securing the payment thereof, as to him the said *E.* earl of —, shall seem meet. PROVIDED also, and it is hereby declared and agreed, by and between the said parties to these presents, that it shall and may be lawful, to and for the said *E.* duke of —, from time to time, during the term of his natural life, by any writing or writings under his hand and seal, attested by two or more credible witnesses, to make any lease or leases, demises or grants, of all such part or parts of the said manors, lordships, messuages, farms, lands, tenements and hereditaments, as are hereinbefore limited, in use to him for his life, as are now, or have been, usually leased for one or more life or lives, or for any term or number of years, determinable upon one or more lives, to any person or persons, for one, two, or three life or lives, or for any term or number of years, determinable upon the dropping of one, two, or three life or lives, in possession, reversion, remainder, or by way of future interest, yet so as there shall never be above three lives at any one time in being of or in any of the said premises, and so as upon every such lease or leases, demises or grants, there be reserved, payable yearly, during the continuance thereof, so much yearly rent or rents, or more, and such good and beneficial heriots, or fines and services, and other restrictions, as are now reserved to be paid for the same premises so to be leased or granted respectively; and so as in every such lease there be contained a condition of

Power to lease
lands usually
leased.

SETTLE-
MENT.

Proviso for C.
H. if he sur-
vives the duke,
to appoint a
jointure not
exceeding
£— to his
wife.

re-entry for non-payment of the rent and rents, heriots, and other things hereby to be reserved, and so as the lessee or lessees, to whom such lease and leases shall be so made, do seal and deliver counterparts of such lease and leases, and so as no such lease or leases be made dispunishable of waste by any express words therein to be contained :
 PROVIDED ALWAYS, and it is hereby declared and agreed by and between all and every the parties to these presents, that it shall and may be lawful to and for the said C. H. the son, at any time or times during his life, by any deed or deeds to be by him sealed and delivered, in the presence of two or more credible witnesses, to direct or appoint that there shall be paid, and payable, unto or to the use of the said C. H. the wife of the said C. H. the father and the mother of him the said C. H. the son, or any person or persons as a trustee or trustees for her the said C. H. during her life, in case she shall survive the said E. duke of —; he dying without any issue male living or in being at his decease, and shall also survive the said C. H. the eldest son, and to take effect after their several deceases, for and in nature of a jointure, any annual sum or yearly payment not exceeding £— by the year, tax free, and without any deductions; and from and after such directions or appointment the said annual sum or yearly rent-charge, so to be directed or appointed, shall be issuing out of, and shall remain charged and chargeable (from and after the death of the said E. duke of —, he dying without any issue male as aforesaid), and also after the death of the said C. H. the father, upon all and every, or upon any part or parcel of the said castles, manors, lordships, boroughs, lands, hereditaments and premises, hereinbefore mentioned to be hereby granted and released according to such directions or appointment; and she

the said *C. H.* shall have and enjoy such powers and remedies for the recovery of such annual sum, or yearly rent-charge, when in arrear, and the said *C. H.* the son shall and may limit to any trustee or trustees for her, any such term of years for the better securing the due payment of the said annual sum or yearly rent-charge when in arrear (but without prejudice to any appointment, act, matter, or thing, done by the said *E. duke of —*, in pursuance of the powers hereinbefore contained), as to him shall seem meet. PROVIDED nevertheless, that if the said *C. H.* the father, shall, at any time after the decease of the said *E. duke of —*, in pursuance of the power to him reserved in and by the said last will of the said *T. duke of —*, settle or appoint, unto, or to the use, or for the benefit of the said *C.* his wife, any jointure or yearly rent, in nature of the jointure which shall be of equal value with, or as beneficial as the annual sum or yearly rent-charge which shall or may be directed or appointed unto her, or for her use and benefit, by the said *C. H.* the son, then such annual sum or sums, or yearly rent-charge, so to be directed or appointed unto her, or for her use and benefit, by the said *C. H.* the son, shall not be payable, and the said premises shall be discharged therefrom; or if the jointure or provision which the said *C. H.* the father shall, in pursuance of the powers in the will of the said *T. duke of —*, settle or appoint for the said *C.* his wife, shall be of inferior value, and less beneficial than what shall be directed or appointed by the said *C. H.* the son unto her, or for her use or benefit, then only so much shall, from time to time during her life, be raised and raisable for her benefit, and be paid and payable to her, as will make such jointure or provision, as settled or appointed by the said *C. H.* the father, the full equal value, and as beneficial

SETTLEMENT.

Proviso in case of appointment by father, in pursuance of the power reserved to him by the wife of *T. duke of —*, of any jointure, &c. of equal value, then the lands hereby released to be discharged from the said yearly rent-charge appointed by son.

And so to abate in proportion if a less sum appointed by *C. H.* the father.

SETTLEMENT.

Like powers of
appointment to
remainder-
men.

as the annual sum or yearly rent-charge which shall or may be directed or appointed to be raised and paid for her benefit by the said *C. H.* the son, in pursuance of the power hereinbefore immediately contained. PROVIDED ALSO, and it is hereby declared and agreed, by and between all and every the parties to these presents, that it shall and may be lawful to and for the said *C. H.* the son, from time to time during his life, and, after his death, to and for the said *H. H.* of —, *B. H.* *H. T.* and *H.* earl of —, and to and for all and every other person and persons to whom any estate for life, is, are, or shall, or may, by virtue of these presents, be limited of and in the aforesaid hereditaments and premises, as and when they the said *C. H.* the son, *H. H.* of —, *B. H.* *H. T.* and *H.* earl of —, and such male child as aforesaid, shall be respectively actually entitled, by virtue of any of the limitations hereinbefore contained, to any estate of freehold, of or in the said castles, manors, lordships, boroughs, lands, hereditaments, and premises hereby granted and released, or shall be entitled by or under the trusts hereinbefore declared of the said term of — years, to have and receive the rest, residue, and overplus, issues and profits, of the said premises, by any deed or deeds to be by them respectively sealed and delivered, in the presence of two or more credible witnesses, to grant, limit, or appoint, to and to the use of any such woman or women whom they the said *C. H.* the son, *H. H.* of —, *B. H.* *H. T.* and *H.* earl of —, and such male child as aforesaid, may respectively happen to marry or take to wife, or with whom they, or any of them, may have already intermarried, for her or their life or lives, and for or in the nature of a jointure or jointures for her or them, or for or as an addition to, or in augmentation of any jointure or jointures which

SETTLEMENT.

may have been already made or provided for her or them, any annual sum or yearly rent-charge not exceeding £—— by the year, tax free, and without any deduction, to be issuing out of, and charged and chargeable upon all or any part of the castles, manors, lordships, boroughs, lands, hereditaments and premises, with such powers and remedies for the recovering such annual sum or yearly rent-charge when in arrear, and such terms of years for the better securing the due payment thereof, to take effect immediately after the respective deceases of them the said C. H. the son, H. H. of —, B. H. H. T. and H. earl of —, and such male child as aforesaid, and such grant, limitation, or appointment to be made either before or after such intermarriage, as to them the said C. H. the son, H. H. B. H. H. T. and H. earl of —, and such male child as aforesaid, shall respectively seem meet; and after the death of the said E. duke of —, he dying without issue male living or in being at the time of his death, and when and so soon as such grants, limitations and appointments shall be made, all and every the annual sum and sums, rent-charge and rent-charges hereby to be granted, limited, or appointed, shall be and remain (but without prejudice to any acts, matters and appointments, deeds or things, made, done, or executed by the said E. duke of —, in pursuance of the powers as aforesaid), charged and chargeable upon all and every the said castles, manors, lands, hereditaments and premises before mentioned to be hereby granted and released, according to the tenor and effect of every such grant, limitation, and appointment, and the true intent and meaning thereof. PROVIDED ALSO, and it is hereby declared and agreed by and between the said parties to these presents, that, after the decease of the said E. duke of —, he

Proviso for the tenants for the time being to charge the said premises with a sum not ex-

SETTLEMENT.

ceeding £ ———
for younger
childrens' por-
tions, and with
payment of a
certain yearly
sum, &c. for
education, &c.

dying without issue male living or in being at the time of his death, it shall and may be lawful to and for the said C. H. the son, from time to time during his life, and, after his decease, to and for the said H. H. of ———, B. H. and H. T. and to and for the first male child whereof the said J. the wife of the said H. H. of ——— is now enient, as and when they shall respectively be actually entitled to any estate of freehold of and in the said castles, manors, lordships, boroughs, lands, hereditaments, and premises, hereby granted and released, or actually entitled by and under the aforesaid trusts of the said term of ——— years, to have and receive the rest, residue, and overplus of the rents, revenues, issues, and profits of the said premises, by any deed or deeds to be by them respectively sealed and delivered in the presence of two or more credible witnesses, to charge the said castles, manors, lordships, boroughs, lands, hereditaments and premises hereinbefore mentioned to be hereby granted and released, or intended so to be, or any part or parcel thereof, with or for the raising and payment of any sum or sums of money as they the said C. H. the son, H. H. of ———, B. H. H. T. and such male child as aforesaid shall respectively think fit, not exceeding in the whole the principal sum of ———, of lawful money of *Great Britain*, for the portion and portions of all and every the younger son or sons, daughter or daughters, which they the said C. H. the son, H. H. B. H. H. T. and such male child as aforesaid, shall respectively happen to have by any woman or women with whom they, or any of them, may respectively happen to intermarry, or whom they, or any of them, have already married. AND also, with or for the payment of such yearly sum or sums of money as they the said C. H. the son, H. H. of ———, B. H. H. T. and such male

SETTLEMENT.

child as aforesaid, shall respectively think fit for the maintenance and education of such younger son and sons, daughter or daughters; which they the said *C. H.* the son, *H. H.* of —, *B. H.* and *H. T.* and such male child as aforesaid, shall happen to have by any such woman or women, so as the same do not exceed the interest of their respective portions, at the rate of £4 by the year for each sum of £100. AND also, by the same deed or deeds, writing or writings, or by any other deed or deeds, writing or writings, so sealed, delivered, and attested, as aforesaid, to make any lease or leases, demise or demises, to, or to the use of any person or persons, as a trustee or trustees, and with or without power of revocation, as to them the said *C. H.* the son, *H. H.* of —, *B. H.* and *H. T.* and such male child as aforesaid, shall respectively seem meet, of all or any part of the said castles, manors, lordships, boroughs, lands, hereditaments, and premises, for any term or terms, number or numbers of years, upon trust, by mortgage or sale of the hereditaments, in such leases or demises to be respectively comprised, or of any part thereof, to levy and raise such sum and sums of money as shall be so respectively charged by the said *C. H.* the son, *H. H.* of —, *B. H.* and *H. T.* and such male child as aforesaid, by virtue of the said before mentioned power, for the portion or portions of any such younger son or sons, daughter or daughters, of them the said *C. H.* the son, *H. H.* of — aforesaid, *B. H.* and *H. T.* and such male child as aforesaid respectively, by any such woman or women; and also to levy and raise any such yearly sum and sums of money for the maintenance and education of any such younger son or sons, daughter or daughters, as shall be so charged on the said premises, or any part thereof, by the said *C. H.* the son, *H. H.* of — aforesaid, *B. H.* *H. T.* and such male child, as aforesaid, or

And to create a term for securing the said sum and annuities.

SETTLEMENT.

So as there be a proviso therein for making void the same, when the said trusts shall be discharged.

Such sums not to be raised during the lives of the duke and duchess of —, and C. H. the father,

Nor be attended with maintenance or interest during their lives, or the life of the person charging the same. Power to the possessors for the time being to lease.

any of them, by virtue of the said before mentioned powers, so as, nevertheless, in every such lease and demise to be made by the said C. H. the son, H. H. of —— aforesaid, B. H. and H. T. and such male child as aforesaid, there be inserted an express proviso, whereby it shall be provided or declared, to the effect following, (that is to say,) that so far as the trusts thereby declared, shall be duly satisfied and performed, or by any means discharged, and the trustees hereby appointed, shall be reimbursed all their costs, charges, and expences, in or about the execution or the defence of the said trusts, the respective terms of years, estates, and interests, thereby respectively granted, created, or limited, shall cease, determine, and be void, to all intents and purposes, PROVIDED that no sum of money whatsoever, which shall by any of the persons aforesaid, be charged on the said premises, or any part thereof, for or by way of portion or portions, or provisions for his or their younger son or sons, daughter or daughters, shall be raised or raisable, at any time during the lives of the said E. duke of —, M. duchess of —, his wife, or the said E. H. the father, or during the life or lives of any of them; neither shall the same be attended with maintenance, or carry interest until their several deceases, and the decease of the longer liver of them, nor until the decease of the person by whom the same shall be so charged. PROVIDED ALSO that it shall and may be lawful, to and for the said E. duke of —, from time to time, during his natural life and to and for the said C. H. the son, after the death of the said E. duke of —, he dying without issue male living, or in being, at his death, from time to time, during the life of the said C. H. the son, and also to and for the said H. H. of —, B. H. H. T. and the first male child whereof the said J. wife of the said H. H.

of —, is now enſient, as aforeſaid, and alſo to and for the ſaid *H. E.* of —, and —, when, and as they ſhall reſpectively be actually entitled to any eſtate of freehold, by and under the limitations aforeſaid, of or in the ſaid caſtles, manors, lordſhips, boroughs, lands, tenements, hereditaments, and premiſes, hereby granted and releaſed, or any part thereof, or actually entitled to have and receive, by and under the before mentioned truſts of the ſaid term of — years, the reſt, reſidue, and overplus, of the rents, revenues, iſſues, and profits thereof, by indenture or indentures, to be ſealed and delivered by them in the preſence of two or more credible witneſſes, to make any grants, demiſes, or leaſes, or to join and concur with any other perſon or perſons in making or executing any grants, demiſes, or leaſes, of all or any part of the ſaid caſtles, manors, meſſuages, farms, lands, tenements, hereditaments, and premiſes, hereinbefore mentioned to be hereby granted and releaſed, for any term or number of years, to take effect in poſſeſſion, and not in reverſion, as hereinafter mentioned, (that is to ſay,) for the purpoſe of new building, re-building, or of effectually repairing any of the meſſuages, houſes, out-houſes, edifices, works, ſtructures, buildings, or erections, now ſtanding or being, or hereafter to ſtand or be upon any of the ſaid hereditaments and premiſes, or for the purpoſe of creating unto any perſon or perſons, for any term or number of years not exceeding — years, to take effect in poſſeſſion, and not in reverſion, or by way of future intereſt, ſo as upon every grant, demiſe, or leaſe, there be reſerved, during the continuance thereof, as much, or as beneficial yearly rent or rents, (to be incident to the immediate reverſion of the ſaid premiſes,) as can or may be reaſonably had or obtained for the ſame, without taking any fine for the making of any ſuch grant, demiſe, or leaſe, and

SETTLEMENT.

for any other reasonable purposes to demise, lease, or grant, or to join or concur with any person or persons in the demise, leasing, or granting, any of the said messuages, farms, lands, tenements, and hereditaments, before mentioned to be hereby granted and released unto any person or persons whomsoever, for any term or number of years not exceeding —, to take effect in possession, and not in reversion, so as there be reserved on every such last mentioned demise, lease, or grant, the best and most improved yearly rent, to be incident to the immediate reversion of the premises, that can be reasonably had or gotten for the same, without taking any fine for the making thereof, that there be contained in all and every such demise, lease, or grant, as well for — years or under, as for — years or under, a condition of re-entry, on non-payment of the rent hereby to be reserved, and so as the respective lessees to whom any such lease or leases, demise, or grants, shall be made, do execute counterparts of his and their respective leases, demises, and grants, and do thereby covenant for the due payment of the rents thereby to be respectively reserved, and so as all such demises, leases, or grants, be so framed, as that there be not contained therein any clause or clauses whereby any power or authority shall or may be given to any lessee or lessees, grantee or grantees, whatsoever, to commit waste, or to exempt him or them from punishment for committing the same, and as for and concerning the said use, uses, and estates, hereinbefore limited, to them the said duke of —, *M. L.* and *W. C.* and their heirs, during the life of the said *C. H.* the father, and also as for and concerning the said annual sum of —, by and under the trusts hereinbefore declared of and concerning the said term of — years, directed to be paid to them the said *T.* duke of —, *M. L.* and *W. C.* their executors,

Declaration of
the trusts of
the uses and
estates limited
to the said duke
of —, *M. L.*
and *W. C.* and
also of the £—

administrators, and assigns, during the joint lives of them the said *C. H.* the father, and *C.* his wife.

SETTLEMENT.

It is hereby declared, that the said estates were and are so limited to them, upon the several trusts, and for the several intents and purposes herein-after declared, (that is to say,) as for and concerning the said annual sum of —, so directed to be paid to them the said *T.* duke of —, *M. L.* and *W. C.* their executors, administrators, and assigns, during the said joint lives; it is hereby declared, that the same is so limited to them,

a year, by and under the trust of the said term of — years directed to be paid to them.

upon trust, that they the said duke of —, *M. L.* and *W. C.* and the survivors and survivor of them, and the executors and administrators of such survivor, do and shall, yearly, and every year during the said joint lives, pay, apply, and dispose of the said annual sum of —, unto and for the benefit of such person and persons, and to and for such intents and purposes as she the said *C.* the wife of the said *C. H.* the father, shall, from time to time, during such joint lives, by any note or memorandum, in writing, signed with her hand, notwithstanding her coverture, and as if she was sole, and unmarried, direct or appoint.

Up-on trust to pay the £—, as *C.* the wife of *C. H.* shall appoint.

AND when and so often as no such direction or appointment shall be made, do and shall pay the said annual sum, or so much thereof as shall from time to time remain unappointed, into the proper hands of her the said *C.* the wife of the said *C. H.* the father, for her separate use, exclusive of the said *C. H.* her husband; and the receipt and receipts of her the said *C. H.* under her hand, or of such person or persons as she shall from time to time appoint to receive the same, under his or their hands, shall from time to time, be a sufficient discharge for the sums which shall be so paid by the said trustees, and he the said *C. H.* the father, shall have no controul over, nor any power to intermeddle with, or to alien,

And for want of appointment and as to so much as shall not be appointed to the said *C.* for her use, exclusive of her husband.

SETTLEMENT.

And as for and concerning the use and estate limited to the said T. duke of —, &c.

Upon trust to do and execute all matters and things requisite to enable the said sir P. M. sir R. T. T. G. and T. E. To perform and execute the trusts declared of the said term of — years.

And subject thereto, to perform all acts, &c. to support and preserve the contingent remainders from being defeated, &c.

charge, or incumber the said annual sum, or any part thereof, neither shall the same be subject to his debts or engagements; and as for and concerning the said use and estate, of and in the said castles, manors, lands, tenements, and hereditaments, so limited in use to the said T. duke of —, M. L. and W. C. and their heirs, during the life of the said C. H. the father. It is hereby declared, that the said use and estate is so limited to them, upon trust, that they the said T. duke of —, M. L. and W. C. and the survivors and survivor of them, and the heirs and assigns of such survivor, do and shall, from time to time, during the life of the said C. H. the father, do and execute all such acts, matters, and things, as shall from time to time be deemed requisite, as well to enable and empower the said sir P. M. sir R. T. T. G. and T. C. and the survivors and survivor of them, the executors and administrators of such survivor, to perform and execute all and every the trusts hereinbefore declared, of and concerning the said term of — years, hereinbefore so limited to them as aforesaid, as to authorize and enable the said C. H. the son, and all the subsequent remainder-men hereinbefore named to have and receive during the life of the said C. H. the father, all the rest, residue and overplus, of the rents, issues, and profits, of the premises comprised in the said term, and subject thereto, upon trust, that he and they shall do and perform all such acts, matters, and things, as shall be expedient to support and preserve the contingent remainders, by these presents limited, after the death of the said C. H. the father, from being defeated, and for that purpose do and shall make entries, and bring actions, as occasion shall require; but nevertheless, shall permit and suffer the said sir P. M. sir R. T. T. G. and T. E. and the survivors and survivor of them, and the exe-

cutors, administrators, and assigns, of such survivor, to receive and take all the rents, issues, and profits, of the said premises, for the performance of the said trusts of the said term of — years, according to the declarations and agreements hereinbefore contained, to the intent that so much of the said rents, issues and profits as shall be necessary, shall and may be applied in and for the performance of the said trusts, and that the rest, residue, and overplus, may be accounted for and paid to the said C. H. the son, and the subsequent remainder-men, according to the trusts, directions, declarations and agreements hereinbefore expressed and declared, of and concerning the said term of — years. PROVIDED nevertheless, that in case of the decease of the said C. H. the son, without any issue male, living or in being at the time of his decease, and that the said C. H. the father, shall survive the said C. H. the son, and shall not at any time have any issue male of the body of him the said C. H. the father in being, then and in such case the said last mentioned rest, residue, and overplus, shall in that event go and accumulate, and for that purpose be laid out upon real and government securities, at interest, and so remain until he the said C. H. the father shall have issue male of his body, so to be entitled to such rest, residue and overplus aforesaid, or shall depart this life without any issue male, living, or in being, at the time of his decease, then and in such last mentioned event, such rest, residue, and overplus, with all the interest and proceeds arising therefrom, shall be duly answered and paid unto the said H. H. of —, for and during so many years of the said term of — years as he shall live, and after his decease unto such person and persons as by virtue of the limitation hereinbefore contained shall from time to time, after the de-

SETTLEMENT.

Provided that if C. H. the son die without issue male living, and C. H. the father survive, and shall have no issue male in being, in that event the rest, residue, and remainder, to accumulate, and for that purpose be laid out at interest, and so remain until C. H. the father's death, without issue male, or shall die without issue male living,

then to be answered and paid to such person as shall be entitled to the freehold in possession of the same premises.

SETTLE-
MENT.

And as to the
ultimate rever-
sion in fee, li-
mited to the
earls of —
and —,

upon trust,

that after the
decease of the
persons to
whom the said
premises are
specifically li-
mited, they
shall limit the
same, so as they
may go unto
such persons
who shall be
entitled to be
duke of —.

cease of the said *H. H.* of — aforesaid, be then next actually entitled to any estate of freehold in possession, of and in the same premises, any thing in these presents contained to the contrary thereof in any wise notwithstanding. And for touching and concerning the said use and estate, in the ultimate reversion in fee, hereinbefore limited, in use unto them the said *R.* earl of —, and *W.* earl of —, and their heirs, it is hereby declared and agreed, by and between the parties to these presents, that the said use and estate is and was so hereby limited to them, upon the several trusts, and for the several intents and purposes following (that is to say) upon trust, and to the intent and purpose, that the said *R.* earl of —, and *W.* earl of —, or the survivor of them, or the heirs of such survivor, do and shall, within the space of — years next after the decease of the survivor of them the said *E.* duke of —, *C. H.* the father, *C. H.* the son, *H. H.* of —, *B. H. K. H.* and *H.* earl of — and —, taking therein the advice and assistance of the most able heralds and genealogists, by good and sufficient deeds, conveyances and assurances, effectually convey, settle and assure the said castles, manors, lordships, boroughs, messuages, farms, lands, tenements and hereditaments hereinbefore mentioned to be hereby granted and released, in such order and course of succession, as that the same hereditaments and premises may from time to time go and remain unto and to the use of the person and persons, who, after failure of issue male of the said *H.* earl of — and —, shall be entitled to have and enjoy the title and dignity of duke of —, by and under the limits thereof, in the letters patent, or royal grant or grants, whereby the said dignity was originally granted, or by virtue of any act of Parliament made and passed in this realm for restitution in blood of any

of the posterity of any person or persons of the name of —, who hath or have, or may have been, duke or dukes of —, and for that purpose it is hereby declared, by and between all the parties to these presents, that the said *R.* earl of —, and *W.* earl of —, and the survivor of them, and the heirs and assigns of such survivor, shall so settle, assure, and entail the said hereditaments and premises, as that the same failing issue male of the body of the said *H.* earl of — and —, may go and remain to, and to the use of the uncles of the said *H.* earl of —, and their issue male successively, according to priority of birth, the elder of such males, and his issue male, to take and to be preferred before the younger of such males, and his issue male successively, and such males to be made tenants for life, with reasonable powers of leasing, with remainder to their several issues, in as strict a course of succession and settlement as the rules of law and equity will permit, and failing of such issue male, unto and to the use of the remaining male descendants of the said lord *J. H.* afterwards earl of —, second son of the said *T.* heretofore duke of —, long since deceased, in like order and course of succession and settlement, and failing such issue male, to the male descendants of the right honourable lord *W. H.* deceased, one other of the sons of the said *T.* heretofore duke of —, long since deceased, taking in that time the right honourable *F.* now earl of *C.* and the issue male of his body, in case he and they shall be next entitled to succeed to the said title and dignity of duke of —, and for his and his heirs male, taking in *P. H.* of —, in the county of —, esq. and the issue male of his body, in case also that he and they shall be next entitled to succeed to the said title and dignity, and failing such issue male, and failing all other male descendants of the said lord

SETTLEMENT.

And for that purpose limit the same to —

SETTLEMENT.

W. H. then to the right honourable —, earl of —, and the issue male of his body, in case he and they shall be next entitled to succeed to the said title and dignity which he and they are apprehended to be as being the next male descendants of — duke of —, who lived in the reign of his Majesty's predecessor, Richard III. long since king of this realm, and if there shall, at the time of such settlement and entail so to be made, by any other male descendant, of or from any person or persons of the name of *H.* having formerly been duke or dukes of —, the said settlement and entail shall direct the said premises to go and remain to the said male descendants and their issue male, so long as there shall be any such male descendants in being, and failing such issue, the said settlement and entail shall direct the said hereditaments and premises to revert to the heirs of the body of the said *T.* lord *H.* father of the said *E.* now duke of —, and for default of such issue, to the right heirs of the said *E.* duke of —, for ever. PROVIDED, and it is hereby declared, that all and every the person or persons now alive, or in being, who shall be entitled to take, by or under the said settlement, shall be made strict tenants for life, with reasonable powers of leasing, to the intent that they may be excluded from all power to alienate the premises, or to bar the said entail, which is to be made in as strict a manner as the rules of law and equity will permit, but the said tenants for life are to have reasonable powers to limit jointures, and to make leases as occasion shall require, and if any error or mistake shall have happened in the directions hereinbefore contained with respect to the deduction or derivation of the title, pedigree, or genealogy of the several persons of the name of *H.* heretofore dukes of —, or with respect to the order or course of succession to the said dig-

nity and title of duke of —, then they the said trustees, the said R. earl of —, and W. earl of —, and the survivors of them, and the heirs and assigns of such survivor, shall, in the execution of the said several trusts, have full power and authority to alter, rectify, and amend the same, so as that the said hereditaments and premises may be so settled and entailed, as to go and be constantly enjoyed together, and along with the said dignity of duke of —, so long as it shall please almighty God. PROVIDED also, and it is hereby declared and agreed, by and between the said parties to these presents, that the several trustees in and by these premises nominated and appointed, and each of them, their, and each of their heirs, executors, administrators and assigns, shall be charged and chargeable only for such monies as they and every of them shall respectively actually receive, by virtue of the trusts hereby in them respectively reposed, and the one of them shall not be answerable or accountable for the other of them, or for the acts, receipts, neglects or defaults of the other of them, but each only for his own acts, receipts, neglects or defaults, nor shall they or any of them be answerable or accountable for any banker, goldsmith, broker, or other person with whom or in whose hands any part of the trust monies shall or may be deposited, or lodged for safe custody, or otherwise, in the execution of any of the trusts before mentioned, nor for any steward, collector, receiver, banker or agent, to be by them or any of them employed, in looking after or taking care of the said woods or wood-grounds, or in the collecting or receiving the rents and profits of any of the said estates, or the money arising by sale of any timber, coppice or underwood, or for any other of the purposes before mentioned, (all which stewards, collectors,

SETTLEMENT.

Trustees to be answerable for their own acts only.

SETTLEMENT.

Power for trustees to reimburse themselves their costs.

The same to be regulated as between solicitor and client, and not as between party and party.

receivers, bankers and agents, they are to have power and authority to nominate, with liberty to employ them as they shall think fit, and full power to allow them such reasonable salaries and gratuities in respect of their labour, pains and trouble, as to the said trustees for the time being shall from time to time seem meet) neither shall they the said trustees, nor any of them, be answerable or charged, or chargeable for any other misfortune, loss or damage which may happen in the execution of the aforesaid trusts, or otherwise, in relation thereto, except the same shall be by or through their own wilful default respectively, and also that they the said several trustees, and every of them, their, and every of their respective heirs, executors and administrators, shall and may, by and out of the monies which shall or may come to their respective hands, by virtue of the trusts aforesaid, retain to and reimburse himself and themselves, and also shall and may, out of such monies, allow to his and their co-trustee and trustees, all costs, charges, damages and expences, which they or any of them shall or may respectively sustain, expend, disburse, be at, or be put unto, in or about the execution of the trusts hereby in them reposed, or any of them, or in any wise relating thereto, the allowance of which costs shall be regulated by the methods practised between solicitor and client, and not as between party and party. In witness whereof, &c.

SETTLE-
MENT.*Marriage Settlement, with special Clauses &c.*

THIS INDENTURE of six parts, made, &c. between *T. H.* the elder, of —, in the county of —, esq. of the first part; *T. H.* the younger, of — aforefaid, esq. eldest son and heir apparent of the said *T. H.* the elder, of the second part; *T. F.* of —, in the county of —, spinster, one of the daughters of *T. F.* late of — aforefaid, esq. deceased, by *M. F.* formerly his wife, now his widow and relict, of the third part; *J. T.* of —, in the county of —, esq. and *B. F.* of — aforefaid, eldest surviving brother of the aforefaid *T. F.* of the fourth part; the honourable *T. C.* of —, in the said county of —, and *W. F.* of —, in the county of —, esq. of the fifth part; and *J. T.* of —, in the county of —, esq. and *C. B.* of —, in the county of —, esq. of the sixth part. WHEREAS, under and by virtue of an in-
Recital.
 denture of bargain and sale, bearing date the — day of the month of — last, enrolled in his majesty's court of common pleas at *Westminster*, and made, or expressed to be made, between the said *T. H.* the father, of the first part; the said *T. H.* the son, of the second part; *J. B.* gentleman, of the third part; and the said *J. T.* of the fourth part; and under and by virtue of two common recoveries suffered in Trinity term now last past, in his majesty's said court of common pleas, in pursuance of an agreement for that purpose contained in the said indenture, the manor, and other hereditaments after mentioned to be hereby limited, appointed, granted and released, by the said *T. H.* the father, and *T. H.* the son, are, and stand limited and settled, To the use of such person and persons, for such estate and estates, with such remainders over, and upon such

SETTLE-
MENT.

trusts, and for such intents and purposes, and charged and chargeable in such manner, and subject to and by, with and under such powers, and such conditions, provisos, limitations, declarations and agreements, as the said *T. H.* the father and *T. H.* the son, at any time or times hereafter, during their joint lives, by any deed or deeds, instrument or instruments, in writing, with or without power of revocation, to be sealed and delivered by them in the presence of, and attested by two or more credible witnesses, shall jointly direct, limit, or appoint, of or concerning the same, or of or concerning any part or parcel thereof. AND WHEREAS, the said *T. H.* the father is seised of the lands, and other hereditaments hereinafter mentioned to be hereby released by him the said *T. H.* alone, for an estate of inheritance in fee simple, in possession, free from all incumbrances. AND whereas, a marriage hath been agreed upon, and is intended to be shortly had and solemnized, between the said *T. H.* the son and *T. F.* AND whereas, the said *T. H.* the father and *T. H.* the son, did, upon the treaty for the said intended marriage, agree (amongst other things) to execute the power of appointment so limited or reserved to them, with respect to the manor and other hereditaments comprised in the said recited indenture and common recoveries as aforesaid, and to settle and assure the same manor, and other hereditaments, with their rights, members, and appurtenances, in manner hereinafter mentioned. AND the said *T. H.* the father did also agree to settle and assure the lands, and other hereditaments, of which he is so seised in fee simple, as aforesaid, with their appurtenances, in manner hereinafter mentioned. Now THIS INDENTURE WITNESSETH, that in consideration of the said intended marriage, and of the portion or fortune of the said *T. F.* which, with the privity,

Indenture witnessed,

consent, and approbation of the said *T. H.* the father, and *T. H.* the son, hath been assigned by her the said *T. F.* by an indenture of four parts, bearing even date with these presents, upon the trusts, and for the intents and purposes by and in the said indenture declared and mentioned of and concerning the same; and, in consideration of the natural love and affection which the said *T. H.* the father hath for the said *T. H.* his son, and in pursuance and part performance of the before mentioned agreement, so far as the same relate to the said manor, and other hereditaments comprised in the said recited indenture, they the said *T. H.* the father, and *T. H.* the son, pursuant to, and by force and virtue, and in exercise and execution, of the power and authority so given, limited, or reserved to them, by the same indenture of bargain and sale and common recoveries, as aforesaid, and of all other powers and authorities whatsoever, enabling them in this behalf, Do, by this deed or instrument in writing, sealed and delivered by them in the presence of and attested by the two credible persons whose names are intended to be indorsed hereupon, as witnesses to the sealing and delivery of these presents by the said *T. H.* the father, and *T. H.* the son, jointly, direct, limit, and appoint, that the recoveror named in the said indenture of bargain and sale and common recoveries, and his heirs, and all and every other person and persons who is or shall be seised of the manor, and other hereditaments comprised therein, or any of them, or any part thereof, shall stand and be seised of the same; and the said common recoveries, and all other conveyances and assurances of the said manor, and other hereditaments, or any part thereof, shall be and enure; and that the said manor, and other hereditaments, and every of them, and every part and parcel thereof, with their rights,

SETTLEMENT.

Declaration
that recoveries
shall be upon
trusts after-
mentioned.

SETTLEMENT.

Further witnesses.

T. H. the father and T. H. the son grant and convey unto the said J. T. and B. F. and their heirs.

Parcels.

members, and appurtenances, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, shall from henceforth remain, continue, and be, To the uses, upon and for the trusts, intents, and purposes, and with, under, and subject to the powers, provisos, and agreements hereinafter limited; declared, and contained of and concerning the same. AND THIS INDENTURE FURTHER WITNESSETH, that for the considerations aforesaid, and in pursuance and further performance of the agreements so entered into by the said T. H. the father and T. H. the son, as aforesaid, so far as the same relate to the manor, and other hereditaments, comprised in the said indenture of bargain and sale and common recoveries, and in consideration of the sum of 10s. of lawful money of *Great Britain* to each of them the said T. H. the father, and T. H. the son, paid by the said J. T. and B. F. at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said T. H. the father, and T. H. the son, have, and each of them hath granted, bargained, sold, aliened, released, and confirmed, and by these presents do, and each of them doth grant, bargain, sell, alien, release, and confirm, unto the said J. T. and B. F. (in their actual possession now being by virtue of a bargain and sale to them thereof made by the said T. H. the father and T. H. the son, in consideration of 5s. a-piece by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute for transferring uses into possession), and their heirs, all, &c. and all and singular other the messuages, lands, tenements, rents, services, woods, wood grounds, wood oats, dues of hens,

chief rents, commons, common of pasture, tithes, and hereditaments whatsoever, of them the said *T. H.* the father, and *T. H.* the son, or either of them, situate, lying, and being, or to be had, received, and taken in the several parishes or hamlets, townships, precincts, or places of *A. B. C. D. E. F. G.* or any of them, or elsewhere in the said counties of — and —, or either of them, or to which the said *T. H.* the father, or *T. H.* the son, or either of them, were or was, previously to the execution of the said indenture of bargain and sale, seised or entitled for an estate in tail male, or in tail, together with all and singular houses, out-houses, edifices, buildings, stables, byers, coach-houses, dove-cots, yards, gardens, orchards, back-sides, tafts, crofts, lands, meadows, pastures, heaths, moors, marshes, wastes, waste grounds, folds, fold courses, and liberty of foldage, feedings, parks, warrens, commons, common of pasture, common of turbary, mines, minerals, quarries, mills, mulctures, customs, tolls, duties, furzes, trees, woods, underwoods, and the ground and soil thereof, mounds, fences, hedges, ditches, treeboards, ways, waters, water-courses, fishings, fisheries, fowlings, courts-leet, courts-baron, and other courts, perquisites and profits of courts, view of frankpledge, and all that to view of frankpledge doth belong, reliefs, heriots, fines, sums of money, amerciaments, goods and chattels of felons and fugitives, felons and fugitives of themselves, outlawed persons, deodands, waifs, estrays, chief-rents, quit-rents, rents, dues, rent-charge, rents-seck, rents of assize, fee-farm rents, boons, services, royalties, jurisdictions, franchises, liberties, privileges, easements, profits, commodities, emoluments, hereditaments and appurtenances whatsoever, to the said manor and other hereditaments hereby released, or expressed and

SETTLEMENT:

General words.

SETTLEMENT.

Reversion and
reversions.

To hold the
same.

To the uses
thereinafter
limited.

*And this In-
denture also
witnesseth.*

intended so to be, or any of them, belonging, or in any wise appertaining, or with the same, or any of them, respectively, now, or at any time heretofore, demised, leased, held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known, as part, parcel, or member of them, or of any part of them, or appertaining thereunto, with their and every of their rights, members, and appurtenances, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits, of all and singular the manor and other hereditaments hereby released, or expressed and intended so to be, and every part and parcel thereof, and all the estate, right, title, interest, inheritance, reversion, uses, trust, possession, possibility, property, claim and demand whatsoever, both at law and in equity of them the said *T. H.* the father, and *T. H.* the son, and each of them, in and to the said manor and other hereditaments, hereby released or expressed and intended so to be, and every part and parcel thereof; To HAVE AND TO HOLD the said manor or lordship, and all and singular other the hereditaments hereinbefore mentioned, to be hereby released, with the rights, members, and appurtenances unto the said *I. T. B. F.* and their heirs and assigns, To the several uses, upon the several trusts, and with and under, and subject to the several powers, provisos, and agreements, hereinafter limited, declared and contained, of and concerning the same, respectively. - AND this indenture also witnesseth, that for the considerations aforesaid, and in pursuance and performance of the said agreements of the said *T. H.* the father, so far as the same relate to the hereditaments of, or to which he is seised or entitled for an estate in fee simple as aforesaid, and in consideration of the sum of — of lawful money of *Great Britain*, by the said *I. T.* and *B. F.* to the said *T. H.* the father, paid at or be-

fore the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, he the said *T. H.* the father, hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm, unto the said *I. T.* and *B. F.* (in their actual possession now being, by virtue of a bargain and sale to them thereof made by the said *T. H.* the father, in consideration of 5s. by indenture, bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for the transferring of uses into possession,) and their heirs, all those several lands, tenements, and hereditaments, of what nature soever, of him the said *T. H.* the father, situate, lying and being and arising, or to be had, received, taken, and enjoyed, within the forest, liberty, or chase of —, otherwise —, within the parishes of — and —, or any of them, or in any other parishes townships, or places, near thereto, respectively, and in the counties of — and —, some or one of them, with their and every of their rights, members, and appurtenances, now or late in the several tenures or occupations of — and —, or some of them, their or some of their undertenants or assigns, and all other hereditaments whatsoever, of or to which the said *T. H.* the father, or any person or persons in trust for him, now, is, or are seised or entitled for an estate in fee simple, in possession, reversion, remainder, or expectancy, situate in or near the several parishes last hereinbefore mentioned, or any of them, or elsewhere in the said counties of — and —, or any of them, together with all houses, out-houses, edifices, buildings, orchards, gardens, lands, meadows, feedings, pastures, commons, waits, heaths, moors, marsh-

SETTLEMENT.

T. H. the father, grants and conveys, unto *I. T.* and *B. F.* and their heirs,

The lands and other hereditaments purchased by the said *T. H.* the father, in —,

General words.

SETTLEMENT. 	es, warrens, waters, water-courses, pools, ponds, fisheries, fishing-places, woods, underwoods, and trees, and the ground and soil thereof, liberties, privileges, profits, commodities, advantages, emoluments, hereditaments, and appurtenances, whatsoever, to the said last mentioned messuages and other hereditaments belonging, or in any wise appertaining, or to, or with the same, or any part or parcel thereof, used, held, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, and the reversion
Reversion.	and reversions, remainder and remainders, rents, issues, and profits of the said last mentioned messuages, and other hereditaments, and every part
And all the estate, &c.	and parcel thereof, and all the estate, right, title, inheritance, interest, use, trust, possibility, property, claim, and demand whatsoever, of him the said <i>T. H.</i> the father, of, in, and to the said last mentioned messuages, and other hereditaments, and every part and parcel thereof. TO HAVE AND TO HOLD the said lands, tenements, and hereditaments, and all and singular other the premises hereby granted and released, by the said <i>T. H.</i> the father, alone, or expressed and intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said <i>I. T.</i> and <i>B. F.</i> and their heirs, to the several uses, and upon the several trusts, for the several intents and purposes, and with, under, and subject to the several powers, provisos, and agreements hereinafter limited, declared, and contained, of and concerning the same. AND it is hereby agreed and declared, between and by the said parties to these presents, that the direction, limitation, and appointment, and the several grants and releases hereby respectively made as aforesaid, shall be and enure, and shall be adjudged, construed, deemed, and taken, to be and enure to the several uses, upon the several trusts, for the several intents and
To hold.	
To the uses therein limited and concerning the same.	
Declaration that the same direction, limitation and appointment, grants and releases shall be and enure.	

purposes, and with, under, and subject to the several powers, provisos, and agreements hereinafter limited, declared, and contained, of and concerning the same, respectively, (that is to say) to such uses as the said manor and other hereditaments, do now respectively stand limited, until the said intended marriage shall be solemnized, and immediately from and after the solemnization thereof, as to the &c. &c. and the lands and other hereditaments, formerly held therewith, by *I. H.* esquire, deceased, late father of the said *T. H.* the father, and now in the tenure or occupation of the said *W. B.* with their appurtenances, to the use of the said *T. H.* the father, and his assigns, for the term of his natural life, without impeachment of waste, and immediately from and after the determination of that estate, by forfeiture or otherwise, in the life time of the said *T. H.* the father, to the use of the said *I. T.* and *B. F.* their heirs and assigns, during the life of the said *T. H.* the father, upon trust, to preserve and support the contingent uses and estates hereinafter limited, from being defeated or destroyed, and for that purpose to make entries, and to bring actions as occasion shall require, but to permit the said *T. H.* the father, and his assigns, to receive and take the rents, issues, and profits of the said castle, and other hereditaments, during the term of his natural life, to and for his and their own use and benefit. AND as to the manor and all and singular other the hereditaments hereinbefore mentioned, to be limited, appointed, granted, and released, respectively as aforesaid, with the rights, members and appurtenances, (except the cattle and other hereditaments thereinbefore mentioned, to be hereby limited to the said *T. H.* the father, and his assigns, for his life, as aforesaid, with their appurtenances,) To the use, intent, and purpose, that the said *T. H.* the father, shall and may re-

SETTLEMENT.

To the uses
thereinafter
limited.

After the so-
lemnization of
the said intend-
ed marriage,

To the use of
T. H. the fa-
ther, and his
assigns, during
the term of his
natural life.

And as to all
the other estates
except ———
castle.

To the use and
intent that
the said *T. H.*

SETTLEMENT.

the father, may
receive —
thereout, dur-
ing his life.

Payable on the
two most usual
days of pay-
ments.

With power of
distress.

If in arrear —
days.

Entry upon,
and possession
of said here-
ditaments.

ceive and take during the joint lives of him the said *T. H.* the father, and *T. H.* the son, or any heirs male of the body of the said *T. H.* the son, one annual sum or yearly rent-charge of £—, of lawful money of *Great Britain*, chargeable upon, and yearly issuing and payable out of all and singular the last mentioned manor, and other hereditaments, and to be paid half-yearly, at or in the common dining-hall of —, in the county of —, by equal half-yearly payments, on the — day of —, and the — day of —, in every year, without any deduction or abatement whatsoever, on account, or in respect of any taxes, charges, impositions, or assessments, whatsoever taxed, charged, assessed, or imposed, or to be taxed, charged, assessed, or imposed, on the said manor or other hereditaments, or on the said annual sum or yearly rent-charge of £—, or on the said *T. H.* the father, or his assigns, in respect thereof, by authority of parliament, or otherwise howsoever, the first half-year's payment thereof to be made on the — day of —, which will be in the year of our Lord Christ —, and to and for the further use, intent, and purpose, that in case and so often as the said annual sum or yearly rent-charge of £—, or any part thereof, shall be unpaid by the space of — days next after any of the days thereby appointed, for the payment thereof as aforesaid, then and so often as he the said *T. H.* the father, and his assigns shall and may have and enjoy such and the same power of distress for recovery thereof, and all costs and charges attending the non-payment thereof, and also in case and so often as the said annual sum or yearly rent-charge of £—, or any part thereof, shall be in arrear, or unpaid, by the space of — days next after any of the days hereinbefore mentioned and appointed for payment of the same, he the said *T. H.* the father, and his assigns, shall and may

during the term of his natural life, have and enjoy such and the like power of entring upon, and determination of the possession of the said manor and other hereditaments so charged, with the payments thereof as aforesaid, for compelling the payments, and obtaining satisfaction of and for the arrears of the said annual sum or yearly rent-charge of £——, and the costs and charges attending the non-payment thereof, as hereinafter is and are limited and provided for the said T. F. and her assigns, for enabling her and them to recover payment and obtain satisfaction of and for the annual sum or yearly rent-charge of £——, hereinafter limited and made payable to her and her assigns, for her life, to take effect as hereinafter is mentioned. AND as to all and singular the manors and other hereditaments hereby charged, with the said annual sum or yearly rent-charge of £——, and the remainders for recovery thereof hereinbefore mentioned, to the use of the said T. C. and W. F. their executors, administrators, and assigns, for and during, and unto the full end and term of ——— years, to commence and be computed from the day of the solemnization of the said intended marriage, and from thenceforth next ensuing, and fully to be complete and ended, without impeachment of waste, upon and for the trusts, intents, and purposes, and with, under, and subject to the provisos and agreements hereinafter declared and contained, of and concerning the same term. And as to the said castle and other hereditaments hereinbefore limited to the said T. H. the father, and his assigns, for the term of his natural life as aforesaid, with the appurtenances, from and immediately after the decease of the said T. H. the father, and as to all and singular the manor and other hereditaments hereby limited, appointed, granted, and released, respectively as aforesaid, or expressed, and intended so to be,

SETTLEMENT.

As are herein-
after limited
and appointed
for the said
T. F.

And subject
thereto,

To the use of
the said T. C.
and W. F. for
— years, upon

SETTLEMENT.

with their rights, members, and appurtenances, charged and chargeable as hereinbefore is mentioned and contained, by, from, and after the expiration or other sooner determination of the said term of — years, to the use of the said *T. H.* the son, and his assigns, for the term of his natural life, without impeachment of waste, and immediately from and after the determination of the said estate, by forfeiture or otherwise, in the life time of the said *T. H.* the son, to the use of the said *I. T.* and *B. F.* their heirs and assigns, during the natural life of the said *T. H.* the son, upon trust to support and preserve the contingent uses and estates hereinafter limited, from being defeated or destroyed, and for that purpose to make entries, and bring actions as occasion shall require, but to permit the said *T. H.* the son, and his assigns, to receive and take the rents, issues, and profits of the same manor and other hereditaments during the term of his natural life, for his and their own use and benefit, and immediately from and after the decease of the said *T. H.* the son, to the use, intent, and purpose that the said *T. F.* (in case she shall survive the said *T. H.* the son,) and her assigns, shall and may from and immediately after his decease, yearly receive, and take, during the term of her life, for her jointure, and in lieu bar of satisfaction of the dower and thirds, or other right or estate which she might at common law, by custom or otherwise, have claim or demand, unto, or out of all or any lands or hereditaments of which the said *T. H.* the son, now is, or shall during the intended coverture, be seised for any estate of inheritance, one annual sum or yearly rent-charge of £ —, of lawful money of *Great Britain*, to be charged upon, and yearly issuing and payable out of the said manor and other hereditaments hereinbefore by these presents limited and appointed, granted and released, re-

The annual
sum of —.

pectively as aforesaid, (other than and except the said castle and other hereditaments hereinbefore limited to the said *T. H.* the father, and his assigns, for his life, as aforesaid, with their appurtenances, and also except the manor or manor-house called ———, and the out-houses, offices, stables, and coach-houses thereto belonging, and the pasture grounds, gardens, and orchards usually held therewith, and the fields or grounds lying about or near the same, called the — green, the stable, &c. &c. with the appurtenances, and to be paid at or in the common dining-hall of ———, in the said county of ———, by equal half-yearly payments, on the ——— day of ———, and the ——— day of ———, in every year, without any deduction or abatement whatsoever, on account, or in respect of any taxes, charges, rates, impositions, or assessments, taxed, charged, assessed, or imposed, or to be taxed, charged, assessed, or imposed on the said manor and other hereditaments, or any of them, or any part thereof, or on the said annual sum or yearly rent-charge of £——, or any part thereof, or on the said *T. F.* or her assigns, in respect of the same, by authority of parliament, or otherwise howsoever, the first payment of the said annual sum or yearly rent-charge of £——, to be made on such of the said days of payment which shall happen next after the decease of the said *T. H.* the son. AND to and for this further use, intent, and purpose, that in case and so often as the said annual sum or yearly rent-charge of £——, or any part thereof, shall be unpaid for the space of ——— days next after the same shall become due and payable as aforesaid, then and so often it shall be lawful to and for the said *T. F.* and her assigns, during the term of her natural life, to enter into, and distrain against the manor and other hereditaments so charged with the said last mentioned annual sum or yearly rent-charge of £——, as afore-

SETTLE-
MENT.

And to this
further intent
to distrain, &c.

SETTLEMENT.

Power to enter
if in arrear —
days.

said, or any part thereof, and to dispose of the distress and distresses then and there found according to law, as in the case of rents reserved upon common demises or leases for years, to the intent that thereby or otherwise the said annual sum or yearly rent-charge of £—, and every part thereof, so in arrear and unpaid, and all costs, charges, and expences occasioned by the non-payment thereof, shall be paid and satisfied. AND to and for this further use, intent, and purpose, that in case and so often as the said annual sum or yearly rent-charge of £—, or any part thereof, shall be unpaid by the space of — days next, after any of the days hereinbefore mentioned and appointed for payment of the same, then and so often from time to time, (although there shall not have been any legal demand made thereof, or of the annuities thereof,) it shall and may be lawful for the said T. F. and her assigns, during the term of her natural life, to enter into, and upon, and to hold all or any part of the manor and other hereditaments hereby charged with the payment of the said last mentioned annual sum or yearly rent-charge of £—, and to receive and take the rents, issues, and profits thereof, respectively, to and for her and their own use and benefit, until she and they shall therewith and thereby, or by any other ways be lawfully paid and satisfied, the said annual sum or yearly rent-charge of £—, and the arrears thereof, due at the time of such entry, or afterwards to become due during her or their being in possession of the same manor and other hereditaments, together with all costs, charges, and expences, which she or they shall sustain, by reason of the non-payment thereof, and such possession when taken to be without impeachment of waste. AND as to all and singular the manor and other hereditaments hereby limited and appointed, granted and released, respectively as aforesaid, with their rights,

And as to the manors and other hereditaments in remainder, &c. charged as thereinbefore is mentioned, to the use of T. C. and C. B. for — years,

members and appurtenances, when, and as the uses and estates hereinbefore previously limited shall respectively end and determine, and charged and chargeable respectively, as hereinbefore is mentioned, to the use of the said *I. T.* and *C. B.* their executors, administrators and assigns, for and during, and unto the full end and term of — years, to be computed from the decease of the said *T. H.* the son, and from thenceforth next ensuing, and fully to be complete and ended, upon and for the trusts, intents and purposes, and with, under, and subject to the powers, provisos and declarations hereinafter declared and contained, of and concerning the said term, and from and after the expiration, or sooner determination of the same term, and subject thereto, and the trusts thereof, in the mean time, to the use of the first son of the body of the said *T. H.* the son, on the body of the said *T. F.* lawfully to be begotten, and the heirs male of the body of such first son, and for want of such issue to the use of the second, and every other son of the body of the said *T. H.* the son, on the body of the said *T. F.* lawfully to be begotten, whether born in the life time of the said *T. H.* the son, or after his decease, severally, successively, and in remainder, one after another, in order and course as they shall respectively be in priority of birth, and the heirs male of the body and respective bodies of such son and sons, the elder of such sons, and the heirs male of his and their body, and respective bodies, being always to take before and be preferred to the younger of such sons, and the heirs male of his and their body and respective bodies, and for want of such issue to the use of the first son of the body of the said *T. H.* the son, to be begotten on the body of any woman he may marry after the decease of the said *T. F.* and the heirs male of the body of such last mentioned first

SETTLEMENT,

upon the trusts therein after deceased.

To the first son,

To the second son.

To the first son by any other wife.

SETTLEMENT.

To the second
son by after-
taken wife.

To such uses as
T. H. the father
and T. H. the
son, or the
survivors of
the sons jointly
appoint, and
for want of
such appoint-
ment,

son, and for want of such issue, to the use of the second and every other son of the body of the said T. F. the son, to be begotten on the body of such future wife or wives severally, successively, and in reversion, one after another, in order and course, as they shall respectively be in priority of birth, and the heirs male of the body and respective bodies of such son and sons, the elder of such sons, and the heirs male of his and their body and respective bodies, being always to take before and be preferred to the younger of such sons, and the heirs male of his and their body and respective bodies, and for want of such issue to the use of such person and persons, and for such estate and estates, upon such trusts, for such intents and purposes, and subject to and charged and chargeable with the payment of such amount, rent-charges, or sums in gross, with, under, and subject to such powers, provisos, restrictions, conditions and limitations, and with such remainders over, as the said T. H. the father, T. H. the son, and C. H. esq. (the second and only other son of the said T. H. the father) at any time or times during their joint lives, and in case either of them the said T. H. the son, and C. H. shall depart this life in the life time of the said T. H. the father, then as the said T. H. the father, and the survivor of them the said T. H. the son, and C. H. at any time or times during their joint lives, shall, by any deed or deeds, instrument or instruments in writing, with or without power of revocation, to be sealed and delivered by them respectively, in the presence of, and attested by two or more credible witnesses, jointly, direct, limit, or appoint, and independent of such joint direction, limitation or appointment, and in the mean time, and until such joint direction, limitation or appointment shall be made, and also sub-

ject to any such joint direction, limitation, or appointment, where the same shall not be a complete appointment of all the said manors and other hereditaments, and of the whole fee simple and inheritance thereof, to the use of the said *T. H.* the father, and his assigns, during the term of his natural life, without impeachment of waste, and immediately from and after his decease to the use of the said *C. H.* and his assigns, for his natural life, without impeachment of waste, and immediately from and after the determination of the estate by forfeiture or otherwise, in the life time of the said *C. H.* to the use of the said *I. T.* and *B. F.* their heirs and assigns, during the life of the said *C. H.* in trust, to support and preserve the contingent uses and estates hereinafter limited from being defeated or destroyed, and for that purpose to make entries and bring actions, as occasion shall require, but to permit the said *C. H.* and his assigns to receive and take the rents, issues and profits of the said manor and other hereditaments, during his natural life, to and for his and their own use and benefit, and immediately from and after the decease of the said *C. H.* to the use of the first son of the body of the said *C. H.* lawfully begotten, or to be begotten, and the heirs male of the body of such first son, and for want of such issue, to the use of the said second, and every other son of the body of the said *C. H.* lawfully begotten or to be begotten, whether born in the life time of the said *C. H.* or after his decease severally, successively, and in remainder, one after another, in order and course as they shall respectively be in priority of birth, and the heirs male of the body and respective bodies of such son and sons, the elder of such sons, and the heirs male of his and their body and respective bodies being always to take before and be preferred to the younger of such sons, and the heirs

SETTLEMENT.

to father for life.

C. H. second son for life.

To his first son in tail.

To second and other subsequent sons successively in tail male.

SETTLEMENT.

To the daughters of the said T. H. the son, as tenant in common, with crofs remainders in tail.

To daughters of C. H. in like manner.

male of his and their body and respective bodies. And for want of such issue, to the use of all and every the daughter and daughters of the said T. H. the son (if more than one) in equal shares or proportions, as tenants in common of the heirs of the body or respective bodies of all and every such daughter and daughters, and in case any one or more such daughter or daughters shall depart this life, and there shall be a want of issue of her or their body or respective bodies, then as well as to the original as to the surviving or accruing part and share, parts and shares of such daughter or daughters so dying, and whose issue shall so fail, to the use of the other and others of such daughter and daughters, and the heirs of her and their body and respective bodies, and if all such daughters but one shall die without issue, or if there shall be only one such daughter, to the use of the remaining or of such only daughter, and the heirs of her body. And for want of such issue to the use of all and every the daughter and daughters of the said G. H. begotten or to be begotten (if more than one) in equal shares or proportions, as tenants in common, and the heirs of the body and respective bodies of all and every such daughter and daughters, and in case any one or more such daughter or daughters shall depart this life, and there shall be a want of issue of her or their body or respective bodies, then as well as to the original as to the surviving or accruing part and share, parts and shares of such daughter or daughters so dying, and whose issue shall so fail, to the use of the other and others of such daughter and daughters, and the heirs of her and their body and respective bodies; and if all such daughters but one shall die without issue, or if there shall be only one such daughter, to the use of the remaining, or of such only daughter, and the heirs of her body, and for

want of such issue to the use of the said *I. T.* and *B. F.* their heirs and assigns, upon the trusts, and for the intents and purposes hereinafter declared, of and concerning the same (that is to say) upon trust, that the said *I. T.* and *B. F.* their heirs and assigns, do and shall, by such conveyances and assurances in the law, and in such manner as council shall advise, settle and assure, or cause to be settled and assured, all and singular the said manor and other hereditaments hereby limited, appointed, granted and released, respectively as aforesaid, or expressed and intended so to be, situate, lying and being in the said counties of — and —, with the rights, members, and appurtenances, to the use of *B. B.* wife of the said *C. B.* and only daughter of the said *T. H.* the father and her assigns, for the term of her natural life, and after her decease, to the use of the second, and every other subsequently born son of the said *B. B.* severally and successively in tail male, and for want of such issue to the use of her only present son and his assigns, for the term of his natural life, and after his decease to the use of the first and every other son of such last mentioned son, severally and successively in tail male, and for want of such issue to the use of the first and every other son of the said *T. H.* the son, successively in tail male, and for want of such issue to the use of the first and every son of the said *T. H.* successively in tail, and for want of such issue to the use of the daughters of the said *B. B.* as tenants in common in tail, with cross remainder between them, if more than one, and in case all such daughters but one shall die without issue of their bodies, or if there shall be but one such daughter, then to the use of the remainder, or of such only daughter in tail, and for want of such issue to the use of the second and every other subsequently born son of the said

SETTLEMENT.

To the use of *I. T.* and *B. F.* their heirs and assigns,

upon trust to covenant to settle.

T. B. for life.

To her second and other subsequent born sons in tail male, remainder to present son for life.

To his first and other sons in tail male.

To Mrs. *B. B.*'s daughter in tail, with cross remainders.

SETTLEMENT.

B. B. successively in tail, and for want of such issue do and shall settle and assure, or cause to be settled and assured, all and singular the said manor and other hereditaments hereby limited, appointed, granted, and released, respectively as aforesaid, or expressed or intended so to be, situate, lying and being in the said county of — and —, with the rights, members and appurtenances, to the use of *T. B.* of —, in the county of —, esq. and his assigns, for the term of his natural life, and after his decease to the use of the second and every other subsequently born son now living, of the said *T. B.* for their respective lives, and after their respective deceases to the use of the sons of their respective bodies, respectively and successively in tail male, so as that the elder of such second and every other such subsequently born son now living of the said *T. B.* and the first and every other son of their respective bodies, and the heirs male of the body and respective bodies of such last mentioned son and sons, may be always preferred to and take before the third and every other younger subsequently born son of the said *T. B.* and the respective first and other sons and the heirs male of the body and several and respective bodies of such last mentioned son and sons, and for want of such issue to the use of the first and every other son hereafter to be born of the body of the said *T. B.* severally and successively in tail male, and for want of such issue to the use of *C. B.* of —, in the county of —, esq. and his assigns, for the term of his natural life, and after his decease to the use of the first and every other son now living of the said *C. B.* for their respective lives, and after their respective deceases, to the use of the sons of their respective bodies respectively and successively in tail male, so as that the elder of such first and every other son now living of the said *C. B.* and the first and

To use of *T. B.* for life.

Remainder to second and other subsequently born sons of the said *T. B.* for their several and respective lives, and after their several and respective deceases,

to the use of the respective sons of their respective bodies successively in tail male.

Remainder to the use of every afterborn son of said *T. B.* successively in tail male.

Remainder to *C. B.* for life.

Remainder to his sons now living for their respective lives.

Remainder to the respective sons of their respective bodies in tail male.

every other son of their respective bodies, and the heirs male of the body and respective bodies of such last mentioned son and sons, shall always be preferred to and take before the second and every other subsequently born son of the said C. B. and the several and respective first and other sons, and the heirs male of the body and several respective bodies of such last mentioned son and sons, and for want of such issue, to the use of the first and every other son hereafter to be born of the said C. B. successively in tail male, and for want of such issue to the use of the eldest son now living of the said T. B. and his assigns, for the term of his natural life, and after his decease to the use of the first and every other son of the body of such last mentioned first son, severally and successively in tail male, and for want of such issue to the use of the daughters of the said T. B. as tenants in common in tail, with cross remainders in tail between them, if more than one, and in case all such daughters but one shall die without issue of their bodies, or if there shall be but one such daughter, then to the use of the remaining, or of such only daughter in tail. And for want of such issue to the use of the daughters of the said C. B. as tenants in common, with cross remainders in tail between them (if more than one) and in case all such daughters but one shall die without issue of their bodies, or if there shall be but one such daughter, then to the use of that remaining or such only daughter in tail, and for want of such issue to the use of the sons of the said T. B. successively in tail, and for want of such issue to the use of the sons of the said C. B. successively in tail, and for want of such issue to the use of the sisters of the said T. B. and C. B. as tenants in common in tail, with cross remainders in tail between them, and for want of such issue to the use of the said I. T. his heirs and assigns for ever.

SETTLEMENT.

to the use of the eldest and other sons hereafter to be born of C. B. in tail male.

Remainder to the eldest son of T. B. now living, for life. Remainder to his sons successively in tail.

Remainder to use of daughter of T. B. in tail, with cross remainders in tail.

Remainder to the use of the said T. B. in tail.

Remainder to the use of the said C. B. in tail.

remainder to the use of sisters of C. B. and T. B. in tail.

SETTLEMENT.

Remainder to
I. T. in fee, and
to settle and
assure said mes-
suage, &c. in
county of —, to
use of C. B.
for life; re-
mainder to sons
now living,
for several and
respective lives,
and after their
respective de-
ceases.
Remainder to
the sons of
their respective
bodies succe-
ssively in tail
male.

Remainder to
the use of the
said T. B. for
life.

Remainder to
the use of ad
and every
other son now
living of T. B.

And do and shall settle and assure, or cause to be settled and assured, all and singular the said messuages and other hereditaments, situate in the said county of —, with their appurtenances, to the use of the said C. B. and his assigns, for the term of his natural life, and after his decease to the use of the first and every other son now living of the said C. B. for their respective lives, and after their respective deceases to the use of the sons of their respective bodies respectively and successively in tail male, so as the elder of such first and every son now living of the said C. B. and the first and every other son of their respective bodies, and the heirs male of the body and respective bodies of such last mentioned son and sons may be always preferred to and take before the second and every other subsequently born son of the said C. B. and the respective first and other sons, and the heirs male of the body and respective bodies of such last mentioned first and other sons, and for want of such issue to the use of the first and every other son hereafter to be born of the body of the said C. B. severally and successively in tail male, and for want of such issue to the use of the said T. B. and his assigns, for his natural life, and after his decease to the use of the second and every other subsequently born son now living of the said T. B. for their respective lives, and after their respective deceases to the use of the sons of their respective bodies respectively, and successively in tail male, so as that the elder of such second, and every other subsequently born son, now living, of the said T. B. and the first, and every other son, of their several and respective first and other sons, and the heirs male of the body, and several and respective bodies of such last mentioned son and sons, may be always preferred to, and take before the third and every other subsequently born son of the said T. B. and

their respective first and other sons, and the heirs male of the body, and respective bodies of such last mentioned son and sons; and for want of such issue, to the use of the first and every other son hereafter to be born of the body of the said *T. B.* severally and successively in tail male; and for want of such issue, to the use of the eldest son now living of the said *T. B.* for his life; and after his decease, to the use of the first and every other son of his body, to be begotten severally and successively in tail male; and for want of such issue, to the use of the daughters of the said *T. B.* as tenants in common in tail, with cross remainders in tail between them, if more than one: and in case all such daughters but one shall die without issue of their bodies, or if there shall be but one such daughter, to the use of that remaining, or of such only daughter in tail; and for want of such issue, to the use of the daughters of the said *T. B.* as tenants in common in tail, with cross remainders in tail between them (if more than one); and in case all such daughters but one should die without issue of their bodies, or if there shall be but one such daughter, then to the use of that remaining or such only daughter in tail; and for want of such issue, to the use of the first and every other son of the said *C. B.* successively in tail; and for want of such issue, to the use of the first and every other son of the said *T. B.* successively in tail; and for want of such issue, to the use of the said sisters of the said *T. B.* and *C. B.* as tenants in common in tail, with cross remainders in tail between them; and for want of such issue, to the use of the said *J. T.* his heirs and assigns for ever.

PROVIDED ALWAYS nevertheless, and it is hereby agreed and declared between and by the parties to these presents, that if the said intended marriage shall take effect, and the said *T. F.* shall

SETTLEMENT.

Remainder to first and every after born sons of *T. B.* successively in tail.

Remainder to eldest son.

Remainder to his sons successively in tail male.

Remainder to daughters of said *T. B.* as trustees in common, with cross remainders.

Remainder to daughters of *T. B.* as tenants in common.

Remainder to *C. B.* in tail.

To *T. B.* in tail.

To *J. T.* in fee.

Lawful for *T. F.* after decease of *T. F.* him surviving, to hold during

SETTLEMENT.

the minority of
his children by
her, the man-
sion, &c.

That in such
settlement there
shall be proper
clauses to com-
pel T. B. and
C. B. and their
respective sons,
and the heirs
male of their
respective bod-
ies, when in
possession, to
take surname,
and to quarter
arms, and to
obtain an act of
parliament or
licence for do-
ing the same ;

and to oblige
them to reside
in ——— park.

survive the said T. H. the son, and their shall be any son of her body begotten by the said T. H. the son, living at the time of his decease, under the age of twenty-one years, or born in due time afterwards, then and in such case it shall and may be lawful to and for the said T. F. after the decease of the said T. H. the son, during the minority and respective minorities of such son and sons, to have, hold, use, occupy, possess and enjoy, the mansion-house called ———, with the out-houses, offices, stables, and coach-houses, thereunto belonging, and estate, field, or grounds, lying about or near the same, called ———, without paying any rent, or any other compensation whatsoever for the same. AND it is hereby agreed and declared between and by the parties to these presents, that in the settlement so to be made by the said J. T. and B. F. their heirs and assigns, as aforesaid, there shall be contained and inserted proper clauses, provisos, conditions, and agreements, to compel the second and other subsequently born sons of the said B. B. and the said T. B. C. B. and their respective sons, and the heirs male of the respective bodies of such their respective sons, when and as by virtue of the limitations to be contained in such settlement they shall respectively be in the actual possession of, or actually entitled to the hereditaments so to be limited to them respectively as aforesaid, to take upon them respectively the surname of H. only, and to quarter the arms of H. with their own family arms, and to obtain an act of parliament, or proper licence from the crown, for doing the same; and also to oblige and compel such second and other subsequently born sons of the said B. B. and the said T. B. and C. B. and their respective sons, and the heirs male of their respective bodies of such their respective sons, when and as they shall, by virtue of the said limitations to be con-

tained in such settlement, respectively be in the actual possession of, or actually entitled to, the manor and other hereditaments, situate in the said counties of — and —, so to be limited to them respectively as aforesaid, to reside in, or make the said mansion-house called — the usual place of their respective abodes or dwellings; and also to make the use or uses to be limited to such of the issue male of the said *B. B.* and such of them the said *T. B.* and *C. B.* or such of their issue male who shall so become entitled as aforesaid, and who shall so refuse or neglect to take the surname of *H.* and quarter the said arms of *H.* or to reside in or make the said manor or mansion-house of — the usual place of their respective abode or dwelling, absolutely cease, determine, and be void, upon such refusal or neglect; and proper clauses, provisos, declarations and agreements, that if the family estate of the said *C. B.* or so much thereof, as by the settlement executed previously to his marriage was limited to him for his life in possession, shall descend or come, for any estate of freehold or inheritance, in possession or in remainder, upon or to any issue male of the said *B. B.* begotten or to be begotten, who, by virtue of the limitations to be contained in the settlement so to be made by the said *J. T.* and *B. F.* or the survivor of them, or the heirs or assigns of such survivor as hereinbefore is mentioned, shall be entitled, either in possession or in remainder, to the manor and other hereditaments hereby directed, limited, appointed, granted, and released respectively as aforesaid, and there shall be living any other son of the body of the said *C. B.* other than and besides the son to or upon whom, or upon whose issue, such estate shall come or descend, or any heirs male of the body of such other son, then and in such case, and so often as the same shall happen,

SETTLEMENT.

And also to make the use and estate limited to such of them who shall refuse or neglect to comply with the above requisitions to cease and determine.

Provido that if *B.*'s family estate shall descend in possession or in remainder expectant on his decease, to any of *Mrs. B.*'s sons, entitled either in possession or remainder to the estates hereby agreed to be limited and settled;

Or if there shall be then living any other sons of his body besides him upon whom the — estate shall descend, or any heirs male of his body;

SETTLEMENT.

then the use or uses to be limited to such son or issue, upon whom such estates shall descend, shall cease and determine.

The estates comprised in this settlement shall, in such case go and remain over in the same manner as if the son or sons, upon whom or upon whose issue male respectively such lands shall so descend, was or were dead without issue male.

And a proviso, declaration, and agreement, that if the family estate of the said *T. B.* or so much thereof, as by his marriage settlement was limited to him for his life in possession, shall descend, &c.

the use or uses hereinbefore directed to be limited to or for the benefit of, or in trust for such son or such issue male of the said *B. B.* upon whom such estate shall descend, and his, her, or their issue male, of and in all and singular the manor and other hereditaments hereinbefore directed, limited, appointed, granted and released respectively as aforesaid, shall cease, determine, and become void; and the same manor and other hereditaments shall immediately thereupon go to the son or issue male of the said *B. B.* next entitled in remainder expectant, on the decease and failure of issue male of the son or sons upon whom, or upon whose issue male, such estate shall so descend, in the same manner as such son or sons, or issue so in remainder, would take or have taken the same by virtue of the limitations in such settlement contained, in case such son or sons upon whom, or upon whose issue male such estate shall so descend, was or were actually dead without issue male, such son or sons so in remainder performing and complying with the conditions or provisos hereinbefore directed to be inserted in such settlement so to be made as aforesaid, for taking and using the surname, and quartering the arms of *H.* and residing in the mansion house called ——. And a proper clause, proviso, declaration and agreement, that if the family estate of the said *T. B.* or so much thereof as by the settlement executed previously to his marriage was limited to him for his life, in possession, shall descend or come for any estate of freehold or inheritance, in possession or in remainder, upon or to any of the issue male of the said *T. B.* who by virtue of the limitation to be contained in the settlement so to be made by the said *I. T.* and *B. F.* or to the survivor of them, or to the heirs or assigns of such survivor as hereinbefore is mentioned, shall be intitled, either in possession or re-

mainder, to the manor and other hereditaments hereby directed, limited, appointed, granted and released, respectively as aforesaid, situate in the said counties of —, —, and —, and the said C. B. or any issue male of his body, or any issue male of the body of the said T. B. other than and besides the son to or upon whom, or to or upon whose issue such estates shall come or descend, or any issue male of such son shall be then living, then and in such case, and so often as the same shall happen, the use or uses hereinbefore directed to be limited to or for the benefit of, or in trust for such son or such issue male of the said T. B. upon whom such estate shall so descend, and his or their issue male, of and in all and singular the manor and other hereditaments hereinbefore directed, limited, appointed, granted and released, respectively as aforesaid, situate in the said counties of —, —, and —, shall cease, determine, and become void. And the said manor and other hereditaments, in the said counties of —, —, and —, shall immediately thereupon go to the person or persons next intitled in remainder, expectant on the decease and failure of issue male of the son or sons upon whom or upon whose issue male such estates shall so descend, in the same manner as such son or sons, or issue so in remainder would take, or have taken the same, by virtue of the limitations hereinbefore contained, in case such son or sons, upon, or upon whose issue male such estate shall so descend, was, or were actually dead, without issue, such person or persons so in remainder performing and complying with the conditions or provisos hereinbefore directed to be inserted in such settlement, so to be made as aforesaid, for taking and using the surname, and quartering the arms of H. and residing in the mansion-house called —. AND also all usual and necessary limitations for

SETTLEMENT.

And the said C. B. or any issue of his body, or any issue of the said T. B. except the person upon whom such estate shall so descend, shall be then living; then the use or uses to be limited by the person or persons upon whom such estate shall so descend, shall cease and determine.

The said manors and other hereditaments, in the said counties of —, —, and —, shall go to the persons next entitled in remainder, in the same manner as if the person were dead without issue.

SETTLEMENT.

Declaration and agreement that the said manor and other hereditaments, were limited to the said T. C. and W. F. for — years.

Upon trust to permit the person next in remainder, to receive the rents, issues, and profits, until default be made in payment of the rent-charges of — and —.

If default be made in payment of them by the space of 50 days, then upon trust by the ways therein mentioned, to levy and raise what shall be so in arrear.

preserving the contingent uses or estates, to be limited in the settlement so to be made, as aforesaid, and powers of leasing and exchanging, and clauses for the appointment of new trustees, and for the indemnity of the trustees, on the model of those herein for those purposes respectively contained. AND it is hereby agreed and declared, between and by the parties to these presents, that the said manor and other hereditaments were limited to the said T. C. and W. F. their executors, administrators and assigns, for the said term of — years, upon the trusts, and for the intents and purposes hereinafter declared, of and concerning the same (that is to say) upon trust that they the said T. C. and W. F. their executors, administrators and assigns, shall and do permit and suffer, the person and persons to whom the immediate remainder or reversion of the same manor, and other hereditaments comprised in the said term of — years, expectant upon the determination thereof, shall, for the time being belong, under or by virtue of the limitation hereinbefore contained, to receive the rents, issues and profits of the same manor, and other hereditaments, until such default as hereinafter is mentioned shall be made, of or in payment of the said annual sums, or yearly rent-charge of — or —, or either of them, or some part thereof respectively. AND upon this further trust, that in case, and so often as the said annual sums, or yearly rent-charges of — and —, or either of them, or any part thereof respectively, shall be in arrear or unpaid by the space of — days next after any of the days hereby appointed for payment thereof respectively, they the said T. C. and W. F. or the survivor of them, or the executors, administrators or assigns of such survivor, do and shall, (although there shall not have been any legal demand made thereof respectively) by and out of the

SETTLE-
MENT.

rents, issues and profits of the said manor, and other hereditaments, or by demise, leasing, mortgaging, or selling the same manors, and other hereditaments, or any part thereof, for all or any part of the said term, or by bringing actions against all and every, or any of the tenants or occupiers of the same hereditaments, for the recovery of the rents then in arrear, levy, raise and pay the said annual sums, or yearly rent-charges of — and — respectively, or such of them, or so much thereof respectively, as shall be so in arrear, or unpaid as aforesaid, and all costs, damages, and expences, which the said *T. H.* the father, and *T. F.* or either of them, their, or either of their executors, administrators or assigns, or the said *T. C.* and *W. F.* or either of them, their, or either of their executors, administrators or assigns, shall sustain or be put to, by reason of the non-payment thereof respectively, and do and shall pay the overplus of the money raised by the ways and means aforesaid, to the person or persons respectively, who for the time being shall be entitled to the reversion or remainder of the said manor, and other hereditaments expectant on the determination of the said term, to and for his and their own use and benefit. PROVIDED ALWAYS, that immediately after the decease of the longer liver of them the said *T. H.* the father, and *T. F.* and after full payment of the said annual sums, or yearly rent-charges of — and —, and of all costs, charges, damages, and expences relating thereto, the said term of — years, of and in such of the said manor and other hereditaments comprised therein as shall not have been mortgaged, sold, or disposed of, for the purposes aforesaid, shall cease, determine, and be utterly void, to all intents and purposes whatsoever, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding. AND it is hereby agreed and de-

SETTLEMENT.

Declaration
that the said
manor and
other heredi-
taments were
limited to the
said I. T. and
C. B. for —
years.

Upon trust, if
there shall be
any child or
children of the
said intended
marriage, other
than and besides
an eldest or
only son, to
raise, &c. —
after the de-
cease of the said
T. H. the
younger, or in
his life time, if
he shall so di-
rect.

to become
vested and pay-
able to children
at such times
and manner,

clared, between and by the parties hereto, that the said manor and other hereditaments are by these presents limited to the said I. T. and C. B. their executors, administrators and assigns, upon the trusts, and for the intents and purposes hereinafter declared, of and concerning the same, (that is to say) upon trust, that if there shall be any child or children of the said T. H. the son, by the said T. F. other than or besides an eldest or only son, who shall or may, under or by virtue of the limitations hereinbefore contained, be for the time being entitled in possession or in remainder, expectant on the decease of the said T. H. the son, and subject to the said term of — years, to the said manor and other hereditaments comprised in the same term, or to the receipt of the rents, issues, or profits thereof, then and in such case, they the said I. T. and C. B. or the survivor of them, or the executors, administrators, or assigns of such survivor, do and shall, after the decease of the said T. H. the son, or in his life time, if he shall so direct, by any deed or writing signed by him, in the presence of, and attested by two or more credible witnesses, by sale, mortgage, or any other disposition of the said manor, and other hereditaments, or any of them, or of any part thereof, for all or any part of the same term, or by and out of the rents, issues, and profits thereof respectively, but subject to the said annual sums or yearly rent-charges of — and —, and the said powers and remedies for recovering and compelling payment thereof, and to the said term of — years, (and the trusts thereof) levy and raise the sum of — of lawful money of *Great-Britain*, for the portion or portions of such child or children (other than or besides an eldest or only son, for the time being entitled as aforesaid) the said sum of — to become and be a vested interest, or vested interests, in such child or children respectively, and be paid

to him, her, or them, at such age or respective ages, in such manner, and if more than one, in such shares and proportions as the said T. H. the son shall, by any deed or deeds, instrument or instruments in writing, with or without power of revocation, to be sealed and delivered by him, in the presence of, and attested by two or more credible witnesses, or by his last will and testament in writing, or any codicil or codicils to be signed and published by him, in the presence of, and attested by three or more credible witnesses, direct or appoint, and in default of such direction and appointment, if there shall be but one such child, (other than or besides an eldest or only son, so for the time being entitled as aforesaid) the said sum of —, to be an interest vested in such only child, being a son, at his age of — years, and being a daughter, at her age of — years, or on the day of her marriage, which shall first happen, and to be paid to him or her on, or at the same age, day, or time, if the same shall happen after the decease of the said T. H. the son, but if the same shall happen in the life time of him the said T. H. the son, then immediately after his decease. And if there shall be two or more such children, (other than or besides an eldest or only son, so for the time being entitled as aforesaid) then and in default of such direction or appointment as aforesaid, the said sum of — to be paid to, and shared or divided between or among such two or more children, in equal shares and proportions. The share or shares of such of them who shall be a son, or sons, to be an interest vested, or interests vested in him or them respectively, at his or their age or respective ages of — years, and the share or shares of such of them who shall be a daughter or daughters, to be an interest vested, or interests vested in her or them respectively, at her or their age or respective ages

SETTLEMENT.

and if more than one, in such shares and proportions as the said T. H. the younger shall direct and appoint, and for want of such direction and appointment.

If there shall be but one such child, to be vested in such child, being a son, at —, if a daughter, at —, or marriage, which shall first happen.

And to be paid at the same age or time, if it happen after the decease of the said T. H. the son; but if it happen in his life time, then immediately after his decease.

And if more than two such children, to be divided between them in equal shares.

The shares of the sons to be vested in them, at —, and the shares of the daughters to be vested in them at —, or marriage, which shall first happen.

**SEVENTH-
MENT.**

And to be paid to them at the said age, day, or time, if it happens after the decease of the said T. H. the son, but if it happens in his life time, then immediately after his decease.

Provido that no child or children taking any share in the —, in consequence of any direction or appointment made thereof by the said T. H. the son, shall take any further share in the unappointed part of the —, till each of the other children shall have received a share in it equal to such appointed share.

Prov so, that upon the decease of any child before his or her obtaining a vested interest in the —, his or her share therein shall survive to his or her brothers and sisters.

of — years, or day or respective days of marriage which shall first happen, and to be paid to him, her, or them respectively, on or at the same age, day or time, if the same shall happen after the decease of the said T. H. the son, but if the same shall happen in his life time, then immediately after his decease. PROVIDED always, and it is hereby agreed and declared, between and by the parties to these presents, that no child or children taking any part of the said sum of —, under or by virtue of any direction or appointment to be made by the said T. H. the son, in pursuance of the power and authority hereinbefore given him for that purpose, shall have or be entitled to any farther or other share of or in that part of the said sum of —, of which no such direction or appointment shall be made, until the said other child, or each or every of the said other children (if more than one) for whom portions are intended to be hereby provided as aforesaid shall have received a share of or in the said sum of —, equal in value to the share so to be directed or appointed as aforesaid. PROVIDED also, and it is hereby further agreed and declared, between and by the parties to these presents, that if there shall be more than one child for whom portions are intended to be hereby provided as aforesaid, and any of them, being a son, shall depart this life, or become an eldest son, so for the time being entitled as aforesaid, under the age of — years, or being a daughter, shall depart this life under that age, without being or having been married, then, in case no such direction or appointment as aforesaid shall be made by the said T. H. the son to the contrary, the portion intended to be hereby provided for each such daughter so dying, or for each such son so dying or becoming an eldest or only son, so entitled as aforesaid, or so much thereof as shall not have been raised and

paid, or applied for the preferment or advancement in the world of any such son or sons, by virtue and in pursuance of the power and authority hereinafter for that purpose contained, shall go, accrue, and belong to the survivors or survivor, or others or other of such children (not being an eldest or only son, entitled as aforesaid) and shall vest in and be paid to him, her, or them, if more than one, in equal parts, shares, or proportions, at such and the same time or times; and in such and the same manner as hereinbefore declared and expressed, touching or concerning his, her, or their original portion or portions. AND that in case any other such son or sons shall depart this life, or become an eldest or only son, entitled as aforesaid, under the age of — years, or any other such daughter or daughters should depart this life under that age, without being or having been married, then and so often as the same shall happen (in case no such direction or appointment as aforesaid shall be made by the said T. H. the son, to the contrary) all and every the surviving or accruing share or shares of such child or children so dying, or becoming an eldest or only son, entitled as aforesaid, of and in the said sum of —, or so much thereof as shall not have been raised and paid, or applied for his or their preferment or advancement in the world, by virtue and in pursuance of the power and authority hereinbefore for that purpose mentioned and referred to, shall again, from time to time, accrue or go to the then survivor or survivors, and other or others of the said children, and shall vest in and be payable to and between him, her, or them respectively, as before is declared, touching or concerning his, her, or their original portion or portions. PROVIDED always nevertheless, and it is hereby agreed and declared, between and by the parties to these presents, that if any daughter

SETTLEMENT.

And that in case any other such child or children shall depart this life before he, she, or they shall obtain a vested interest in the —, then, as well his, her, or their original shares in the —, as the share or shares which they shall acquire by survivorship, or accruing, shall again survive or accrue to, or between his, her, or their brothers and sisters, and such surviving or accruing shares shall become vested interests, and be paid and divided in the same manner as his, her, or their original shares in the —.

SETTLEMENT.

Proviso for
abridging the
portions of the
children taking
to religion.

or daughter, younger son or younger sons of the body of the said T. H. the son, on the body of the said T. F. to be begotten, shall at any time or times hereafter, before he, she, or they shall attain his, her, or their age or respective ages of — years, be engaged in, or dependant upon any society or community of people residing in parts beyond the seas, having made any solemn declaration to remain under any such engagement or dependency unmarried, or shall at any time or times hereafter, before he, she, or they shall attain his, her, or their age or respective ages of — years as aforesaid, make any solemn declaration, or be under any obligation of celibacy, then and in such case the portion or portions of such daughter or daughters, younger son or younger sons, shall be reduced to, and be, only — a-piece, and no more, and then and in that case the residue of the portion or portions, otherwise hereby intended for such daughter or daughters, younger son or younger sons, shall go to such other daughter or daughters, younger son or younger sons, as shall not be so engaged or dependent upon any such society or community of people, or who shall not make such solemn declaration, or be under such obligation of celibacy as aforesaid, and shall vest in and be paid to such younger son or younger sons, daughter or daughters respectively, at such ages, days, or times, and with such benefit or right of accruer or survivorship between or among them (if more than one) as is hereinbefore mentioned respecting the original portion or portions hereby intended to be provided for him, her, or them respectively, under the trusts of the said term of — years, any thing hereinbefore contained to the contrary thereof in anywise notwithstanding. PROVIDED also, and it is hereby further agreed and declared, between and by the parties to these presents, that it shall and may be

Power to the
trustees, with
the consent of
the said T. H.
during his life

lawful, to and for the said *I. T.* and *C. B.* or the survivor of them, and the executors, administrators and assigns of such survivor, at any time or times after the decease of the said *T. H.* the son (or in his life time, in case he shall so direct, by any writing or writings under his hand) to levy and raise, by the ways and means aforesaid, (but subject, and without prejudice, as hereinbefore is mentiond) all or any part or parts of the portion or portions intended to be hereby provided for such younger sons and daughters as aforesaid, not exceeding in the whole for any one such child one moiety or equal half part or share of his or her then expectant portion, and to pay and apply the money to be raised for the performance and advancement of such child, in such manner as the said *I. T.* and *C. B.* or the survivor of them, or the executors, administrators or assigns of such survivor, shall, in their or his discretion think fit, notwithstanding the portion or portions of such child or children shall not then have become vested or payable. AND upon this further trust, that they the said *I. T.* and *C. B.* and the survivor of them, and the executors, administrators and assigns of such survivor, do and shall, after the decease of the said *T. H.* the son (but nevertheless subject and without prejudice as aforesaid) by and out of the annual rents, issues, and profits of the said manor and other hereditaments comprised in the said term of ——— years, or any part or parts thereof, levy and raise for the maintenance and education of the child and children, for the time being, of the said *T. H.* the son by the said *T. F.* for whom a portion or portions is or are intended to be hereby provided as aforesaid, in the mean time, and until his, her, or their portion, or respective portions, shall become payable, such yearly sum and sums of money as the said *T. H.* the son, at any time

SETTLEMENT.

to advance any part of the expectant portion or portions of such child or children, before the same are payable, under the trusts aforesaid.

Declaration that the trustees shall, after the decease of the said *T. H.* the younger, pay and apply, out of the rents and profits of the estate, any annual sum for the maintenance and education of the younger sons and daughters, until their respective portions are payable, but not exceeding the interest of their respective portions, at — per cent.

SETTLEMENT.

during his life, shall by any writing, with or without power of revocation, to be sealed and delivered by him in the presence of, and attested by two or more credible witnesses, or by his last will and testament, in writing, to be signed by him in the presence of, and attested by three or more credible witnesses, shall direct or appoint, not exceeding what the interest of the portion or portions intended to be hereby provided for such child or children would respectively amount to, at the rate of £. 5 for every £. 100 by the year, were he, she, or they then entitled thereto; and in default of such direction or appointment, then such yearly sum or sums of money, not exceeding the amount of such interest as aforesaid, as the said *I. T.* and *C. B.* or the survivor of them, or the executors, administrators, or assigns of such survivor, shall think fit, the said yearly sum or sums of money for maintenance to be free and clear of and from all deductions for taxes or otherwise, and to be raised and paid, by four equal quarterly payments, on or at the days and times hereinafter mentioned, (that is to say), the — day of —, the — day of —, the — day of —, and the — day of —, in every year; and the first of the said quarterly payments to be made on such of the said days as shall happen next after the decease of the said *T. H.* the son; PROVIDED ALWAYS, and it is hereby further agreed and declared between and by the parties to these presents, that the said *I. T.* and *C. B.* or the survivor of them, or the executors, administrators, or assigns of such survivor, shall not sell, mortgage, or demise, any part or parts of the manor and other hereditaments comprised in the same term of — years, until some one of the said portions shall become payable, by virtue of and under the trusts aforesaid; and that the rents, issues, and profits of the said manor and

Provido that no sale or mortgage shall be made until some one of the portions become payable.

And that the persons enti-

other hereditaments, or so much of the said rents, issues and profits, as shall remain after payment of the annual sum or sums of money so payable for or towards the maintenance of such child or children as aforesaid, shall, until some one such portion shall become payable as aforesaid, be had and received (but subject and without prejudice, as hereinbefore is mentioned) by the person or persons who for the time being shall be entitled to the said manor and other hereditaments in reversion or remainder, immediately expectant on the determination of the same term, to and for his and their own use and benefit. PROVIDED ALSO, and it is hereby further agreed and declared between and by the parties to these presents, that if the said T. H. the son, shall, in his lifetime, give or advance to or with any child or children for whom a portion or portions is or are intended to be hereby provided as aforesaid, any sum or sums of money for or towards his, her, or their portion or portions, or his, her, or their preferment or advancement in the world, then and in such case (unless the said T. H. the son, shall, by some writing under his hand, direct the contrary), if such advanced sum or sums of money shall be equal to the whole of the portion or portions intended to be hereby provided for such child or children respectively as aforesaid, the same shall be accounted in full satisfaction of the whole of such his, her, or their portion or portions; but if such advanced sum or sums of money shall be less than such portion or portions, the same shall be considered as part only of such his, her, or their portion or portions, and such money only shall be raised under or by virtue of the trusts of the said term of — years, for the portion or portions of the child or children to or with whom such sum or sums of money shall be so given or advanced by the said T. H. the son as

SETTLEMENT.

—
tied to the reversion shall receive all the surplus, rents, issues, and profits of the estate.

Provido, that if the said T. H. the younger, shall during his life advance any sum of money, with any of the said children, it shall be considered in satisfaction pro tanto of his, her, or their portions.

SETTLEMENT.

Proviso for the determination of the term on the trusts being performed, or becoming unnecessary.

aforesaid, as, together with the sum or sums of money so to be given or advanced, will amount to and complete the sum of money intended to be hereby provided for such child or children respectively, under or by virtue of the trusts of the said term of — years. PROVIDED ALWAYS, and it is hereby further agreed and declared between and by the parties to these presents, that immediately after all the trusts hereinbefore declared of the said term of — years shall in all respects be fully performed and satisfied, or shall become unnecessary, or incapable of taking effect; and the said *I. T.* and *C. B.* and each of them, their and each of their executors, administrators and assigns, shall be fully reimbursed and satisfied all costs, charges, and expenses (if any) to be occasioned by or relating to the trusts hereby reposed in them as aforesaid, the same term, as to such of the manor or other hereditaments comprised therein, as shall not have been sold, mortgaged, or disposed of for the purposes aforesaid, shall cease and determine to all intents and purposes whatsoever. PROVIDED ALWAYS, and it is hereby agreed and declared between and by the parties to these presents, that if the said *T. H.* the son shall have six or more children by the said *T. F.* (other than or besides an eldest or only son for the time being, entitled as aforesaid), then and in such case, it shall and may be lawful to and for the said *T. H.* the son, by any deed or deeds, instrument or instruments in writing, with or without power of revocation, to be by him sealed and delivered in the presence of and attested by two or more credible witnesses, or by his last will and testament in writing, or by any codicil or codicils to be by him signed and published in the presence of, and attested by three or more credible witnesses (but subject and without prejudice to the said annual sums or yearly rent-

Power to charge the settled estates with portions if there be a certain number of children.

SETTLE-
MENT:

charges of £ — and £ —, and the powers and remedies for recovering and compelling payment thereof respectively, and to the said terms of — and — years, and the trusts thereof respectively), to subject and charge all or any part or parts of the manor and other hereditaments hereby directed, limited, and appointed, granted and released respectively as aforesaid, or expressed and intended so to be, with their rights, members, and appurtenances (other than and except — castle, and the other hereditaments hereinbefore limited to the said T. H. the father, and his assigns, for his life as aforesaid,) to and with the payment of any sum or sums of money, not exceeding in the whole the principal sum of —, of lawful money of Great-Britain, in addition to and in augmentation of the portion or portions hereinbefore by these presents provided for the younger sons and daughters of the said T. H. the son, by the said T. F. as aforesaid, with interest for the said sum of —, not exceeding — for every —, by the year, to be paid to, and shared and divided between or among all the children of the said T. H. the younger, by the said H. F. other than or besides an eldest or only son, for the time being, entitled as aforesaid, at such ages, days, or times, and (if more than one,) in such shares and proportions, and with such conditions, restrictions, and limitations over, such limitations over to be for the benefit of some one or more of the said younger children; and with such sum or sums of money for his, her, or their respective maintenances and educations in the mean time, and until the said sum of —, or so much thereof as shall be so charged as aforesaid shall become payable, not exceeding what the interest of the same, or of their respective shares therein, would amount to, were the same respectively then payable, as the said T. H. the

SETTLEMENT.

Power to limit and appoint the said manor, or other hereditaments, for any term of years, by way of mortgage, for securing the sum or sums of money, so to be charged.

son, shall, by such deed or deeds, instrument or instruments in writing, or such last will and testament, or codicils, to be executed and attested as aforesaid, direct or appoint; and that, for securing the payment of the sum or sums of money, so to be charged, and the interest thereof, it shall and may be lawful to and for the said T. H. the son, by the same, or any other deed or deeds, instrument or instruments in writing, so sealed and delivered by him, and attested as aforesaid, or by such last will and testament in writing, or codicil or codicils, so signed, published, and attested as aforesaid, to limit or appoint all or any part or parts of the manor, and other hereditaments, which he is so empowered or authorized to charge as aforesaid, for any term or terms of years, without impeachment of waste, or by way of mortgage; so that the charge or charges to be made, and the estate or estates to be limited and appointed, by virtue of or under the present power, shall be made redeemable, on full payment of the sum or sums of money, so to be charged as aforesaid, and the interest thereof, by the person or persons who, for the time being, shall be entitled to the freehold and inheritance of the hereditaments, so to be charged, limited, or appointed; and so that the said T. H. the son, shall, during his life, keep down and pay the interest of the sum and sums of money, which shall be so charged by him as aforesaid, or do covenant and agree so to do, by some deed or deeds, instrument or instruments in writing, so to be sealed and delivered by him as last hereinbefore is mentioned: Provided also, and it is hereby agreed and declared, between and by the parties to these presents, that in case the said T. F. shall die, in the life-time of the said T. H. the son, then, and in such case, it shall and may be lawful to and for the said T. H. the son, at any time or times after the decease of

Power to the said T. H. the son, to jointure an after-taken wife, with — a year, if he has issue male by the said F. and with — a year, if he has no such issue male.

SETTLEMENT.

the said *T. F.* by any deed or deeds, instrument or instruments in writing, with or without power of revocation, to be by him sealed and delivered in the presence of and altered by two or more credible witnesses, or by his last will and testament in writing, or any codicil or codicils to be by him signed and published in the presence of and attested by three or more credible witnesses, (but subject and without prejudice as aforesaid,) to limit and appoint to any woman or women, whom he the said *T. F.* the son, shall, after the decease of the said *T. F.* marry, or take to wife, for the life or lives of such woman or women, for her or their jointure or jointures, and in bar, or without being in bar of her or their dower or thirds, by the common law, or by custom, or otherwise, any annual sum or annual sums, yearly rent or yearly rents, not exceeding £——, in case of and during such time as there shall be any son of the said *T. H.* the son, by the said *T. F.* or any heirs male of the body of such son, (not exceeding £——, in case of and during such time as there shall be no such son, and no heirs male of the body of such son, such annual sum or yearly rent-charge to be issuing and payable out of all or any part or parts of the manor, and other hereditaments, hereby limited, appointed, granted, and released, respectively as aforesaid, (other than and except the castle, and other hereditaments, hereby limited to the said *T. H.* the father, and his assigns for his life as aforesaid,) and to be paid quarterly, at such places, or at such times, in such manner, and with such powers and remedies, by distress and perception of the rents, issues, and profits of the said manor, and other hereditaments, and such term or terms of years, for the better securing the payment thereof, respectively; and such limitation or appointment to be made either before or after such intermarriage as to him the said *T. H.* the son,

SETTLEMENT.

Power for the said T. H. the younger, to charge the estate with — for the portions of any daughters, or younger sons, he may have by any after-taken wife.

shall seem meet: Provided also, and it is hereby agreed and declared, between and by the parties to these presents, that it shall and may be lawful for the said T. H. the son, at any time or times, during the term of his natural life, by any deed or deeds, instrument or instruments in writing, with or without power of revocation, to be by him sealed and delivered in the presence of, and attested by, two or more credible witnesses, or by his last will and testament in writing, or any codicil or codicils to be by him signed and published in the presence of and attested by three or more credible witnesses, (but subject and without prejudice as aforesaid,) to subject and charge all or any part or parts of the said manor, and other hereditaments, hereinbefore by these presents limited, appointed, granted, and released, respectively as aforesaid, other than and except the castle, and other hereditaments, hereby limited to the said T. H. the father, and his assigns, for his life as aforesaid, to and with the payment of any sum or sums of money, not exceeding in the whole the sum of —, of lawful money of *Great-Britain*, with interest for the same, from the time of making any such charge, not exceeding the rate of £—— for the £——, by the year, for or in part of the portion or portions of any daughter or daughters, son or sons, of him the said T. H. the son, to be begotten on the body or bodies of any woman or women whom he shall marry after the decease of the said T. F. (other than or besides an eldest or only son, entitled, for the time being, as aforesaid,) of him the said T. H. the son, either by the said T. F. or by any such after-taken wife or wives as aforesaid, to be paid and payable to such child or children, respectively, at such age or time, or respective ages or times, and (if more than one) in such shares and proportions, and with such conditions, restrictions, and limitations over,

(such limitations over to be for the benefit of some one or more of such younger children, and with such sum or sums of money for his, her, or their respective maintenances and educations, in the mean time, and until the said sum of —, or as much thereof as shall be so charged as aforesaid, shall become payable, not exceeding what the interest of the same, or of their respective shares therein, would amount to, were the same respectively then payable, as the said *T. H.* the son, shall, by any such deed or deeds, instrument or instruments in writing, will, or codicil, direct or appoint: And that, for securing the payment of the sum or sums of money, so to be charged, and the interest thereof, it shall and may be lawful to and for the said *T. H.* the son, by the same, or any other deed or deeds, instrument or instruments in writing, so sealed, delivered, and attested, or by such last will and testament in writing, or codicil or codicils, so signed, published, and attested as aforesaid, to limit or appoint all or any part or parts of the manor, and other hereditaments, which he is so impowered or authorized to charge as aforesaid, for any term or terms of years whatsoever, without impeachment of waste, or by way of mortgage, so as the charge or charges to be made, and the estate or estates to be limited or appointed, by virtue of or under the present power, shall be made redeemable, on full payment of the said sum of —, or so much thereof as shall be charged as aforesaid, and the interest thereof, by the person or persons who for the time being shall be entitled to the freehold and inheritance of the hereditaments so to be charged, limited, or appointed, and so as the said *T. H.* the son, shall, during his life, keep down and pay the interest of the sum or sums of money, which shall be so charged by him, by virtue of this present power, or do covenant and agree so to do, by some deed

SETTLEMENT.

And to limit and appoint the said manor, and other hereditaments, for any term of years, by way of mortgage, for securing the sum or sums of money, so to be charged.

SETTLEMENT.

Power to C. H. in case of the decease of his brother, and in default of issue male, to jointure his wife with — a year for life.

or deeds, instrument or instruments in writing, so to be sealed and delivered by him as aforesaid: Provided also, and it is hereby agreed and declared, between and by the parties to these presents, that it shall and may be lawful to and for the said C. H. at any time or times during the term of his natural life, by any deed or deeds, instrument or instruments in writing, with or without power of revocation, to be by him sealed and delivered in the presence of, and attested by two or more credible witnesses, or by his last will and testament in writing, or any codicil or codicils, to be by him signed and published in the presence of, and attested by three or more credible witnesses, but subject and without prejudice to the said several uses and trusts hereby limited or declared to take effect, before and precedent to the limitation hereinbefore contained to the said C. H. and his assigns, for his life as aforesaid, to limit or appoint to, or to the use of any woman or women, whom he shall or may marry, for the life or lives of such woman or women, for her or their jointure or jointures, and in bar, or without being in bar of her or their dower or thirds, at the common law, or by the custom, or otherwise, any annual sum or yearly rent, not exceeding in the whole the clear yearly sum of —, of lawful money of *Great-Britain*, to be issuing out of, charged and chargeable upon all or any part or parts of the said manor, and other hereditaments, hereby directed, limited, appointed, granted, and released, respectively as aforesaid, with such powers and remedies, by distress, entry, and perception of the rents, issues, and profits of the same premises, and such term or terms of years, for the better securing the due payment thereof, to take effect immediately after the decease of the said C. H. but subject, (and without prejudice as hereinbefore is mentioned,) and such grant, limitation, or appoint-

ment, to be made either before or after such marriage, as to the said *C. H.* shall seem meet : Provided also, and it is hereby further declared and agreed, between and by the parties to these presents, that it shall and may be lawful to and for the said *C. H.* at any time or times, during the term of his natural life, by any deed or deeds, instrument or instruments, in writing, with or without power of revocation, to be by him sealed and delivered in the presence of, and attested by two or more credible witnesses, or by his last will and testament, in writing, or by any codicil or codicils, to be by him signed and published in the presence of, and attested by three or more credible witnesses, (but subject and without prejudice to the several uses and trusts hereby limited or declared to take effect, before and preceding the limitation hereinbefore contained, to him the said *C. H.* and his assigns, for his life as aforesaid,) to subject or charge all or any part or parts of the manor, or other hereditaments, hereby directed, limited, appointed, granted, and released, respectively as aforesaid, or expressed and intended so to be, to and with the payment of any sum or sums of money, not exceeding in the whole the principal sum of —, of lawful money of *Great-Britain*, for the portion or portions of all or any younger child or children of his body, lawfully to be begotten, with interest for the same, not exceeding £— for £—, by the year, to be paid to, or shared or divided between or among all the children of the said *C. H.* other than or besides an eldest or only son, for the time being, entitled to the inheritance of the same manor, and other hereditaments, under or by virtue of the limitations aforesaid, at such age or time, or respective ages or times, (and if more than one,) in such parts, shares, and proportions, and with such conditions, restrictions, and limitations over,

SETTLEMENT.

Power to said
C. H. to charge
the estate with
— for the
portions of the
daughters and
younger sons.

SETTLEMENT.

(such limitations over to be for the benefit of some or one of such younger children;) and with such sum or sums of money for his, her, or their respective maintenances and educations, in the mean time, and until the said sum of —, or so much thereof as shall be so charged as aforesaid, shall become payable, not exceeding what the same, or their respective shares therein, would amount to, were the same respectively then payable, as the said C. H. shall, by any such deed or deeds, instrument or instruments, or such last will and testament, or codicil or codicils; to be executed and attested as aforesaid, direct or appoint; and that, for the securing of the payment of the sum or sums of money, so to be charged, and the interest thereof, respectively, it shall and may be lawful to and for the said C. H. by the same, or any other deed or deeds, instrument or instruments, in writing, so sealed, delivered, and attested as aforesaid, or by such last will and testament, so signed, published, and attested as aforesaid, but subject and without prejudice, (as hereinbefore is mentioned,) to limit or appoint all, or any part or parts of the said manor, and other hereditaments, for any term or number of years whatsoever, without impeachment of waste, or by way of mortgage, so as that the charge or charges to be made, or the estate or estates to be limited or appointed by virtue of, or under this present power, be made redeemable, on full payment of the sum or sums of money, so to be charged, and the interest thereof, by the person or persons who, for the time being, shall be entitled to the freehold and inheritance of the hereditaments, so to be charged, limited, or appointed, and so as the said C. H. shall, during his life, keep down and pay the interest of the sum or sums of money, which shall be so charged by him as aforesaid, or do covenant or agree so to do, by some deed or deeds,

instrument or instruments, in writing, so to be sealed and delivered by him, as last hereinbefore is mentioned: Provided always, and it is hereby agreed and declared, between and by the parties to these presents, that it shall and may be lawful to and for the said *T. H.* the son, during the term of his natural life, and after his decease, and for want of such issue male of his body as aforesaid, to and for the said *T. H.* the father, during the term of his natural life, and after his decease to and for the said *C. H.* for and during the term of his natural life, and also to and for the said *I. T.* and *B. F.* and the survivor of them, and the executors and administrators of such survivor, from time to time, and at all times, during the minority and respective minorities of any child or children of the said *T. H.* the son, and *C. H.* respectively, who, by virtue of any of the limitations aforesaid, shall, for the time being, be entitled to any estate of inheritance in possession, of and in the manors, and other hereditaments, hereby directed, limited and appointed, granted and released, respectively as aforesaid, by any indenture or indentures, to be sealed and delivered by them, respectively, in the presence of, and attested by two or more credible witnesses, and either referring or not referring to this present power to limit and appoint, by way of demise or lease, all or any part or parts of the said manors, or other hereditaments, (except the said capital messuage or mansion-house, called —, and the houses, out-houses, offices, stables, edifices, buildings, orchards, gardens, lands, and grounds thereto belonging, or therewith usually held,) to any person or persons whomsoever, for any term or number of years, not exceeding — years from the making of such demises or leases, respectively, to take effect in possession, and not in reversion, or by way of future interest, so as there shall be

SETTLEMENT.

Power of leasing to the said *T. H.* the son, *T. H.* the father, and *C. H.* when in possession, under the usual restrictions.

SETTLEMENT.

Proviso that the powers shall take effect as the same shall be exercised in priority of time.

reserved, on every such limitation or appointment, by way of demise or lease, the best or most improved yearly rent or rents to be incident to the immediate reversion of the hereditaments, so to be limited or appointed, that can or may be had or gotten for the same, without taking any fine, premium, or for-gift, or any thing in the nature of a fine, premium, or for-gift, for the making thereof; and so as there be contained, in every such limitation or appointment, by way of demise or lease, a condition of re-entry for non-payment of the rent or rents thereby to be respectively reserved, and so as the lessee or lessees do execute a counterpart or counterparts thereof, respectively, and do thereby covenant for the due payment of the rent or rents thereby to be respectively reserved, and be not by any clause or words therein to be contained, exempted from punishment for committing waste: Provided always, and it is hereby declared and agreed, between and by the parties to these presents, that the several limitations and appointments, which shall be made in pursuance of the several powers or provisos in these presents contained, or any of them, shall respectively take effect and stand good, according as the same shall, in priority of time, be made the one before or after the other, and that none of the subsequent limitations or appointments, to be so made in pursuance of the said powers, shall operate so as to determine, charge, change, make void, over-reach, prejudice, or impeach the former, but every such limitation or appointment shall be in force, to take effect and continue, respectively, in such order and course as every such limitation or appointment shall precede the others, in point of time and creation, without any respect at all to the order of penning, placing, or inserting the same several powers and provisos in this present indenture, and without being liable to be over-

reached or defeated by any subsequent execution of any other of the said powers or provisos, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding: Provided always, and it is hereby further agreed and declared, between and by the parties to these presents, that it shall and may be lawful to and for the said *I. T.* and *B. F.* and the survivor of them, and the executors and administrators of such survivor, at any time or times hereafter, at the joint request, and by the joint direction of the said *T. H.* the father, and *T. H.* the son, during their lives, and after the death of either of them, then at the request, and by the direction of the survivor of them; and after the death of such survivor, and for want of such issue male of the body of the said *T. H.* the son, as hereinbefore is mentioned, then at the request, and by the direction of the said *C. H.* testified by some writing, under their respective hands and seals, attested by two or more credible witnesses, to dispose of in exchange for or in lieu of other hereditaments, to be situate some where in that part of *Great-Britain*, called *England*, all or any part of the manors, and other hereditaments, hereby directed, limited, appointed, granted, and released, respectively as aforesaid, or expressed, and intended so to be; and that for the purpose of effecting such dispositions, (but not for any other purpose,) it shall and may be lawful to and for the said *I. T.* and *B. F.* and the survivor of them, and the executors or administrators of such survivor, with and at such request, and by such direction as aforesaid, by any deed or deeds, instrument or instruments, in writing, sealed and delivered by them or him, in the presence of, and attested by two or more credible witnesses, absolutely to revoke, determine, and make void, all and every or any of the uses, trusts, powers, and provisos, hereinbefore limited and declared of and

SETTLEMENT.

Usual power of exchanging.

**SETTLE-
MENT.**

Usual clauses
for the appoint-
ments of new
trustees.

concerning the hereditaments, so proposed to be disposed of in exchange as aforesaid, or any part thereof, and by the same, or any other deed or deeds, instrument or instruments, in writing, to limit, declare, direct, or appoint, any use or uses, estate or estates, trust or trusts, of the same hereditaments, or any part thereof, which it shall be thought necessary or expedient to limit, declare, direct, or appoint, in order to effectuate such disposition or dispositions, and that they the said *J. T.* and *B. F.* or the survivor of them, or the executors or administrators of such survivor, do and shall settle and assure, or cause to be settled and assured, the hereditaments to be received upon such exchange or exchanges as aforesaid, to such of the uses, upon such of the trusts, and for such of the intents and purposes, and with, under, and subject to such powers, provisos, conditions, and agreements, by these presents limited and declared of and concerning the hereditaments, so to be disposed of in exchange as aforesaid, as shall be then subsisting, and capable of taking effect: Provided always, and it is hereby agreed and declared, between and by the parties to these presents, that if the said several trustees, in and by these presents, nominated and appointed their executors, administrators, and assigns, or any future trustee or trustees, to be appointed in the stead or place of them, or any of them, as hereinafter is mentioned, shall die, or be desirous of being discharged from, or refuse or decline, or be incapable to act, in the trusts hereby in them respectively reposed as aforesaid, before the said trusts, or any of them, shall be fully executed, performed, or discharged, then, and in such case, and when and so often as the same shall happen, it shall and may be lawful to and for the said *F. H.* the father, and *T. H.* the son, during their joint lives, and after the decease of either of them, then to and

SETTLEMENT.

for the survivor of them, and after the decease of the survivor, then to and for the persons, for the time being, respectively entitled in possession to the freehold and inheritance of the said manor, and other hereditaments, respectively, or to the rents, issues, and profits thereof, during such time as such persons, respectively, shall be of full age, and to and for their respective guardians, during their respective minorities, by any writing or writings, under their, his, or her hands and seals, or hand and seal, and to be attested by two or more credible witnesses, from time to time, to nominate, substitute, or appoint any other person or persons in the stead or place of the trustee or trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, and that when and so often as any new trustee or trustees shall be nominated or appointed as aforesaid, all the trust estates and premises which shall then be vested in the trustee or trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable as aforesaid, either solely or jointly, with the other trustee or trustees, shall be thereupon, with all convenient speed, conveyed, assigned, and transferred, in such sort and manner, and so as that the same shall and may be legally and effectually vested in the surviving or continuing trustee or trustees of the same trust-estates, monies, and premises respectively, and such new or other trustee and trustees; or if there shall be no continuing trustee or trustees of the same trust-estates, monies and premises, then in such new trustee or trustees, only upon the same trusts as are hereinbefore declared of and concerning the same trust-estates, monies, and premises respectively, the trustee or trustees whereof shall so die, or be desirous of being discharged, or refuse, decline, or be incapable to act as aforesaid,

**SETTLE-
MENT.**

or of such of them as shall or may be then subsisting, and capable of taking effect, and that every such new trustee and trustees, shall and may, in all things, act and assist in the management, carrying on, and execution of the trusts to which they shall be so appointed, in conjunction with the other then surviving or continuing trustee or trustees of the same trust-estates, monies, and premises, if there shall be any such continuing trustee or trustees of the same trust-mones and premises; if not, then by themselves, as fully and effectually, and with all the same power and powers, authority and authorities of consent, approbation, discretion, selling, leasing, mortgaging, exchanging, disposing, giving and signing receipts, and effectual indemnifications and discharges to purchasers, mortgagees, or others, and all other powers and authorities whatsoever, to all intents, effects, constructions, and purposes whatsoever, as if he or they had been originally in, and by these presents nominated and appointed trustee or trustees, for the purposes for which such new trustee or trustees respectively shall be appointed trustee or trustees. And the trustee or trustees in these presents named, their or his heirs, executors or administrators, in or to whose place such new trustee or trustees respectively shall come or succeed, are or is enabled to do, or could or might have done, under and by virtue of these presents, if then living, and continuing to act in the trusts hereby reposed in them or him, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding. PROVIDED ALWAYS, and it is hereby agreed and declared, between and by the parties to these presents, that the said several trustees hereby nominated and appointed, and each and every of them, and the heirs, executors, administrators and assigns of them, each and every of them, shall be charged

Usual clause for
the indemnity
of trustees.

SETTLEMENT.

and chargeable respectively, only for such monies as they or any of them shall respectively actually receive by virtue of the trusts hereby in them reposed, notwithstanding his or their, or any of their giving or signing, or joining in giving or signing, any receipt or receipts, for the sake of conformity. And that any one or more of them shall not be answerable or accountable for the others or other of them, or for the acts, receipts, neglects or defaults of the others or other of them, but each and every one of them only for his and their own acts, receipts, neglects or defaults respectively; and that they or any of them shall not be answerable or accountable for any banker, goldsmith, broker, or other person, with whom, or in whose hands any part of the said trust-monies shall or may be deposited or lodged for safe custody or otherwise, in the execution of any of the trusts hereinbefore mentioned. And that they or any of them shall not, at any time, be answerable or accountable for the insufficiency or deficiency of any security or securities, stocks or funds, in or upon which the said trust-monies or any part thereof, shall be placed out or invested, nor for any other misfortune, loss, or damage, which may happen in the execution of the aforesaid trusts, or in relation thereunto, except the same shall happen by or through their own wilful default respectively. And also that it shall and may be lawful, to and for the said trustees in these presents named, and such future trustee or trustees, to be appointed as aforesaid, and every of them, their and every of their executors, administrators and assigns, by and out of the monies which shall come to their respective hands by virtue of the trusts aforesaid; to retain, and reimburse himself and themselves respectively, and also to allow to his and their co-trustee and co-trustees, all costs, charges, damages, and expenses, which

SETTLEMENT.

Usual covenants
from T. H. the
father and son,
for the title.

they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto, in or about the execution of any of the aforesaid trusts, or in relation thereunto. AND the said T. H. the father, and T. H. the son, for themselves, their heirs, executors, administrators and assigns, do covenant, promise, and agree, to and with the said I. T. and B. F. their heirs and assigns, by these presents, in manner following (that is to say) that for and notwithstanding any act, deed, matter, or thing whatsoever, by them the said T. H. the father, and T. H. the son, or either of them, or any of the ancestors of the said T. H. the father, executed, committed, or willingly or knowingly suffered to the contrary, they the said T. H. the father, and T. H. the son, now have in themselves respectively, good right, full power, and lawful and absolute authority, to direct, limit, appoint, convey, settle and assure the said manor, and other hereditaments, hereinbefore by these presents directed, limited, appointed, granted and released, by them respectively as aforesaid, with their respective rights, members and appurtenances, to the several uses, for the several intents and purposes, upon the several trusts, and with, under, and subject to the several powers, provisos, limitations and agreements hereinbefore limited, declared and contained, of and concerning the same respectively, according to the true intent and meaning of these presents; and that all and singular the said manors, and other hereditaments, shall and may, from time to time, and at all times, from and after the solemnization of the said intended marriage, remain, continue, and be, to and for the several uses, intents, and purposes, upon the trusts, and under and subject to the several powers, provisos, and agreements hereinbefore limited and declared, of and concerning the same, and shall and may be peaceably and

SETTLE-
MENT.

quietly held and enjoyed accordingly, without any lawful let, suit, trouble, denial, eviction, ejection, disturbance, interruption, claim or demand whatsoever, of or by them the said *T. H.* the father, and *T. H.* the son, or either of them, or the heirs of them, or either of them, or any other person or persons lawfully or equitably claiming or to claim, by, from, under, or in trust for them, or either of them, or of any of the ancestors of the said *T. H.* the father, and that free and clear, and freely and clearly acquitted, exonerated, released, and for ever discharged, or otherwise, by them the said *T. H.* the father, and *T. H.* the son, or one of them, or the heirs, executors, or administrators of them, or one of them, well and sufficiently saved, defended, kept harmless, and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, jointures, dowers, right and title of dower, uses, entails, trusts, wills, reversions or remainders, in the crown, statutes-merchant, and the staple, recognizances, judgments, extents, elegits, executions, rents, arrears of rent, annuities, legacies, sum and sums of money, yearly payments, forfeitures, re-entry, cause and causes of forfeiture, debts of record, debts due to the king, and of, from, and against all other estates, titles, troubles, charges, or incumbrances whatsoever, either already had, made, committed, done, executed, or suffered, or hereinafter to be had, made, committed, done, executed, or suffered, by them the said *T. H.* the father, and *T. H.* the son, or either of them, or the heirs of them, or either of them, or any other person or persons lawfully claiming or to claim, by, from, or under or in trust for them, or either of them. AND further, that they the said *T. H.* the father, and *T. H.* the son, and each of them,

**SETTLE-
MENT.**

and the heirs of them, and each of them, and all and every other person or persons, having or claiming, or who shall or may have or claim, any estate, right, title, interest, trust, property, claim and demand whatsoever, either at law or in equity, of, into, or out of the said hereditaments and premises hereby directed, limited, appointed, granted and released, respectively as aforesaid, or expressed and intended so to be, or any of them, or any part thereof, by, from, under, or in trust for them, or either of them, or from, by, or under any of the ancestors of the said *T. H.* the father, shall and will, from time to time, and at all times, from and after the solemnization of the said intended marriage, at the request of the said *I. T.* and *B. F.* or the survivor of them, or the heirs or assigns of such such survivor, but at the proper costs and charges of them the said *T. H.* the father, and *T. H.* the son, or one of them, or the heirs or assigns of them, or one of them, make, do, acknowledge, levy, suffer and execute, or cause and procure to be made, done, levied, acknowledged, suffered, and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, devises, conveyances and assurances in the law whatsoever, for the further, better, and more perfect and absolute directing, limiting, appointing, conveying, assuring, and confirming of the said manor and other hereditaments hereby directed, limited, appointed, granted and released respectively as aforesaid, and every part and parcel thereof, with their and every of their appurtenances, to the uses, for the intents and purposes, upon the trusts, and with, under, and subject to the several powers, provisos and agreements hereinbefore limited, declared and contained, of and concerning the same respectively, according to the true intent and meaning of these

presents, be the same by fine or fines, common recovery or common recoveries, or any other matter of record, or matter not of record, or otherwise howsoever, as by the said *I. T.* and *B. F.* or the survivor of them, or the heirs or assigns of such survivor, or any of the parties interested in the premises, their or any of their counsel in the law, shall be reasonably advised, devised or required. In witness, &c.

SETTLEMENT.

Settlement made previous to Marriage, with various Provisions, &c.

THIS Indenture of twelve parts, made, &c. Between sir *I. W.* of, &c. and dame *I.* his wife, of the first part; *T. W.* esq. eldest son and heir apparent of the said sir *I. W.* and dame *I.* his wife, of the second part; the right hon. *I.* earl of —, of the third part; the right hon. lady *C. P.* only daughter of the said *I.* earl of —, by the right hon. *C. C.* afterwards countess of —, his late wife, deceased, of the fourth part; *I. P.* of —, of, &c. of the fifth part; *W. V.* of, &c. of the sixth part; the right hon. *W.* lord —, and *H. Y.* of the seventh part; *E. W.* of the eighth part; sir *I. C.* bart. and sir *M. L.* bart. of the ninth part; sir *E. T.* and sir *R. M.* barts. of the tenth part; *R. P.* and *G. I.* of the eleventh part; and lieutenant-colonel *G. W.* youngest son of the said sir *I. W.* and the rev. *T. E.* clerk, of the twelfth part; WHEREAS by a certain indenture of bargain and sale enrolled in the high court of chancery, bearing date the — day of — last past, and mentioned to be made be-

Parties.

Recital of bargain and sale.

SETTLEMENT.

Four common recoveries in pursuance thereof, at the court of great sessions.

tween the said sir *I. W.* and dame *I.* his wife, of the first part; the said *I. W.* party hereto, of the second part; *I. P.* of, &c. of the third part; and *W. V.* of, &c. and *W. W.* of, &c. of the fourth part; and by four several common recoveries lately suffered in due form of law, with treble vouchee, in pursuance of the covenant in the said indenture of bargain and sale quadripartite contained, at the several courts of great sessions last held during this present month of ———, for the several counties of ——— and ———, of and concerning so many of the several lands and hereditaments hereinafter mentioned and described, as were comprised in the said indenture of bargain and sale quadripartite, as did or do live in each of the said several counties respectively, in each of which common recoveries the said *W. V.* and *W. W.* were the demandants, the said *I. P.* was the tenant, the said *I. W.* was the first vouchee, and the said sir *I. W.* and dame *I.* his wife, were the second vouchees; and they the said sir *I. W.* and dame *I.* his wife, did vouch over the common vouchee; in one of which said common recoveries, being the said common recovery which concerned so many of the last mentioned lands and hereditaments as lie in the said county of ———, the said *W. V.* and *W. W.* did demand and recover against the said *I. P.* those lands and hereditaments by the name and descriptions following, (that is to say,) the manor of ———, &c. [*the same of the other three recoveries separately, describing the quantities in each,*] and such and so many of the said several manors, lands, and hereditaments, in the said counties of ——— and ———, so hereinafter mentioned and described, as were comprised in the said indenture of bargain and sale quadripartite, and as are hereinafter mentioned to be by these presents, by them the said sir *I. W.* and

dame *I.* his wife, and *T. W.* jointly directed, limited, appointed, granted, released, settled, conveyed and assured; were, and do now stand settled, limited, and assured, to the several uses, and for the several intents and purposes, and subject to the several powers, provisos, charges, and limitations, in the said indenture of bargain and sale quadripartite limited and expressed, (that is to say,) to the use of such person and persons, and for such estate and estates, and with such remainders over and for such intents and purposes, and subject to such powers, provisos, charges, and limitations, and in such manner and form, either absolutely or conditionally, and with or without power of revocation, as they the said sir *I. W.* and dame *I.* his wife; and *I. W.* their son, by any deed or deeds, writing or writings, to be signed, sealed, and delivered, by them the said sir *I. W.* and dame *I.* his wife, and *I. W.* in the presence of, and to be attested by two or more credible witnesses, should, at any time or times, and from time to time, during their joint lives, jointly direct, limit, or appoint, of or concerning the said several hereditaments and premises, or of or concerning any of them, or any part or parcel thereof, and in the mean time, and until such joint direction, limitation, or appointment, should be made; and in default thereof, and as to such and so many of the said hereditaments and premises as should remain undisposed of, and of or concerning which no such joint direction, limitation, or appointment, should be made, as aforesaid, and at and when the several uses and estates which should or might be jointly directed, limited, or appointed, of or concerning the said hereditaments and premises, or any part thereof, should respectively end and determine to the use of such person and persons, and for such estate and estates, and upon such trusts, and for such ends, intents,

SETTLEMENT.

Uses of the recovery.

To such uses as *I. W.* and wife, and *I. W.* their son, should direct.

For want of such directions, &c.

To such uses as the said premises then stood limited, &c.

SETTLEMENT.

Reciting the intention of a marriage between T. W. and lady C. P.

The fortune she was entitled unto, &c.

and purposes, and subject to, with, and under such powers, charges, limitations, and agreements, as the said manors or lordships did then stand limited, settled, and assured. AND whereas a marriage is intended to be had and solemnized by and between the said I. W. and lady C. P. by and with the privity, consent, and approbation, as well of the said I. earl of —, as also of the said sir I. W. and dame I. his wife. AND whereas the said lady C. P. is possessed of, and entitled unto the sum of, &c. [*Recital that lady C. P. was entitled to several sums, making together —, standing in the name of the accountant-general of the court of chancery, and in the hands of sir M. L. and also to £—, secured by mortgage to sir M. L. in trust for her, on the estates of —, in —, and that lady C. P. and I. W. in her right, would, on the marriage, become entitled to receive the same, and that the same were estimated at £—, and were thereby so accepted by sir I. W. and T. W.*] [*Recital that lord E. on the treaty for the marriage, agreed to make up lady C. P.'s fortune £—, and in pursuance had paid to E. W. £—, which, with £—, made £—, which E. W. was to stand interested, in trust, immediately after the marriage, and execution of indenture of release and deed-poll after mentioned, to be prepared, and intended to bear date the — day of — next, to pay over the same to or for the benefit of sir I. W. as after mentioned, that sir I. W. out of love, &c. and in consideration that the £— should be so assigned, transferred, and disposed of, as that he should become possessed thereof for his own use and benefit, be the said sir I. W. did agree to relinquish to his son T. W. the immediate possession of so many of the said settled estates as should amount in yearly value to £— and upwards, that it was also agreed that sir I. W. dame I. W. and T. W. should all join and concur in settling, limiting, and assuring, such and so many of their said settled estates, lands, and*

SETTLEMENT.

hereditaments, as together with certain other estates, lands, and hereditaments, being the lands and hereditaments after mentioned, to be of the yearly value of £——, whereof sir I. W. was seised in fee simple, would amount in the whole to £——, and upwards, by the year, upon and for the benefit of the said I. W. and lady C. P. and their issue, in such manner, and with such remainders over, and subject to such powers as after expressed, part whereof being those of £—— per annum,] which were to be so settled to take effect in possession, (were to be charged with a reasonable provision by way of rent-charge for or in nature of a jointure for lady C. P. and the residue thereof, which was to be so settled in reversion as to take effect to the uses aforesaid, immediately upon the decease of the longer liver of sir I. W. and dame I. his wife,) was to be previously settled, so as to remain vested in, and to be to the use of the said sir I. W. and his assigns, for his life, with the immediate remainder to the said dame I. his wife, for her life, in order to replace to her the estate for life, which she had therein under a former settlement, the same having formerly been her own estate and inheritance; that the recoveries were suffered to enable the parties to effectuate the said agreement, that lady C. P. being, by reason of her minority, not able to give any receipt or discharge for the several sums of which her portion was composed, and therefore not able to pay the same to sir I. W. in pursuance of the agreements, it had been proposed that I. W. who, on the solemnization of the marriage would become entitled, by the rights of marriage, to lady C. P.'s portion, should execute, after the marriage, a transfer or conveyance of the mortgage for £——, to and for the benefit of sir I. W. or as he should direct, and also such other instrument as should be requisite to enable sir I. W. to receive the other funds or sums of money whereof the said

SETTLE
MENT.

portion was composed, to the end that sir *I. W.* might, from and immediately after the marriage, be entitled to have, take, and receive the same for his own benefit, that by indenture of release already prepared, and intended to be tripartite, and to bear date the — day of — next, and to be made between the said sir *M. L.* of the first part; the said *I. W.* and lady *C. P.* by the description of lady *C. P. W.* of the second part; and the said sir *I. W.* of the third part, it was intended that sir *M. L.* by direction of the said *I. W.* and lady *C.* his wife, should assign, cede, transfer and set over unto the said sir *I. W.* his executors, &c. the said principal sum of —, secured by the said mortgage, and all interest, &c. and also grant and convey all and singular the said towns, &c. mentioned and comprised in the said mortgage in fee, subject to such redemption as the said premises were subject and liable to, on payment of the said £—, and interest, that by deed-poll, or letter of attorney, prepared and intended to bear date the day next after the solemnization of the marriage, and to be executed by the said *T. W.* and lady *C.* his wife, it was intended that *T. W.* and lady *C.* his wife should assign, cede, transfer, and set over unto the said sir *I. W.* his executors, &c. or should otherwise authorize and empower him and them to receive all and every the sum and sums whereof the said portion was composed, (except the said sum of —, secured, &c.) to have, hold, receive, perceive, take, and enjoy the said several sums in the said deed-poll or letter of attorney mentioned unto the said sir *I. W.* his executors, &c. as his and their own proper goods and chattels, for evermore; that the assignment, cession, and transfer, to be made to sir *I. W.* of the portion of lady *C. P.* should not extend to entitle him to any future fortune, portion, or estate, which at any time after should come to, or

devolve upon lady *C. P.* or to or upon *I. W.* by, from, or under her, by will, donation, or settlement, or by the statute for distribution of the estates of intestates, or otherwise, but that the same should go unto, and be received by lady *C. P.* or the said *I. W.* in her right, that it had been agreed that the annual sum of — should be secured to be paid to lady *C. P.* during the joint lives of the said *I. W.* and lady *C. P.* for her separate use, in nature of pin-money, and to take effect on the solemnization of the marriage. Now this Indenture witnesseth, that for and in consideration of the said intended marriage, and in order to effectuate the said several agreements, and in pursuance thereof, and also for and in consideration of the sum of —, of good and lawful money of *Great Britain*, to the said *E. W.* in hand well and truly paid by the said *I.* earl of —, at or before, &c. by the direction, and with the privity and consent of the said sir *I. W.* and *T. W.* in order that the same may, after the solemnization of the said intended marriage, be paid over to the said sir *I. W.* for his own use and benefit, the receipt and payment of which said sum, as well the said *E. W.* as the said sir *I. W.* &c. and for the settling and assuring as well the said manor, &c. as such other messuages, &c. hereinafter mentioned and described, to the several uses, upon the several trusts, and to and for the intents and purposes hereinafter mentioned and expressed, of and concerning the same respectively, and for divers other good causes and considerations, the said sir *I. W.* and dame *I.* his wife, and *T. W.* their son, thereunto moving, they the said sir *I. W.* and dame *I.* his wife, and *T. W.* in pursuance and exercise of the powers and authorities which by and under the limitation in the said indenture of the — day of — last past, are and were to them given and reserved, and by

SETTLEMENT.

That — per annum was agreed to be paid lady *C. P.* for pin-money,

Consideration, &c.

Sir *I. W.* and dame *I.* his wife, and *T. W.* in exercise of powers aforesaid.

SETTLEMENT.

Direct, limit,
and appoint,
that all that
and those the
manors, &c.

Being the pre-
mises whereof
recoveries were
suffered,

Shall be held
and enjoyed,
and the re-
coverors
stand seised

virtue and in pursuance of all and every other power and powers, and of all authorities to them, any, or either of them belonging or appertaining, or them, any or either of them, in any wise enabling in that behalf, have, and each and every of them hath directed, limited, and appointed, and by this present deed or instrument, in writing, by them the said sir *I. W.* and dame *I.* his wife, and *T. W.* and each of them, signed, sealed, and delivered in the presence of two credible persons, whose names are intended to be hereupon indorsed as witnesses, attesting such signing, sealing, and delivering hereof, as aforesaid, do jointly, and each of them doth direct, limit, and appoint, that all that and those the manor, &c. in and by the said hereinbefore recited indenture of bargain and sale, bearing date the — day of — last past, as aforesaid, granted, bargained, and sold, or mentioned, or intended so to be, (being the same manor, &c. whereof the said four several recoveries were so suffered, or intended to be suffered, as of the then next several great sessions to be then next held for the said several counties, being the several great sessions now last past, and being also for the most part thereof the manor, &c. which in and by these presents are immediately after mentioned to be hereby granted and released to the said *W.* lord —, and *H. G.* and to their heirs, to the uses hereinafter expressed,) and every of them, and every part and parcel thereof, with all and every the rights, royalties, members, and appurtenances, to the said manor, &c. every or any of them belonging, or in any wise appertaining, shall go and remain, and shall be held and enjoyed, and that the said *W. V.* and *W. W.* the recoverors in the said several recoveries named, and their heirs, and all and every person and persons who is or are seised of the said last mentioned manor, &c. and his and their heirs shall stand and

be seised thereof, and of every part and parcel thereof, to the several uses, and for the several intents and purposes, and upon the trusts, and subject to, by, with, and under the several powers, provisos, limitations, restrictions, declarations, and agreements, in and by these presents after expressed and declared of and concerning the same. AND this Indenture further witnesseth, that for the considerations aforesaid, and to the intent that the fee simple and inheritance of the manor, &c. whereof the said several common recoveries were so suffered as aforesaid, and concerning which such limitation and appointment as herein immediately before is mentioned, hath been so made, or intended to be made by these presents as aforesaid, may be the better and more effectually settled, conveyed, limited, and assured to the several uses, and for the several intents and purposes, and upon the trusts, and with such remainders over and subject to, by, with, and under the several powers, provisos, limitations, restrictions, declarations, and agreements, in and by these presents after expressed and declared, and for the considerations aforesaid, and also in consideration of the sum of —, of lawful money of *Great-Britain*, to them the said sir *J. W.* and dame *I.* his wife, and *I. W.* respectively, in hand paid by the said *W.* lord *B.* and *H. G.* &c. and for divers other good causes and considerations, them the said sir *I. W.* and dame *I.* his wife, and *I. W.* thereunto moving, they the said sir *I. W.* dame *I.* his wife, and *I. W.* have, and each of them hath granted, bargained, sold, aliened, released, and confirmed, and by these presents do, and each of them doth grant, bargain, sell, alien, release, and confirm unto the said *W.* lord *B.* and *H. G.* (in their actual possession, &c.) and to their heirs, all that the said manor, &c. all which said manors, &c. were heretofore the

SETTLEMENT.

to the several uses, &c. after mentioned.

That the fee simple of the premises contained in the recital may be better settled to the uses hereinafter mentioned.

Sir *I. W.* and dame *I.* his wife, and *I. W.* grant, bargain, &c. unto lord — and —.

All that, &c. being formerly the estate of

SETTLEMENT.

I. W. and being
of the yearly
value of —.

Also all those,
&c. lately
estates of sir
I. W. and of
the yearly value
of —.

General words.

estate and inheritance of the said dame I. W. wife of the said sir I. W. and the said yearly rents thereof, do together amount, in the whole, to the sum of —, by the year; and also all those demefne lands, &c. all which said, &c. now are or late were the estate and inheritance of the said sir I. W. and the said several yearly rents thereof, hereinbefore respectively mentioned, do together amount, in the whole, to the sum of —, or thereabouts, by the year; and also all houses, out-houses, edifices, buildings, barns, stables, dove-houses, court-yards, back-sides, curtilages, gardens, orchards, lands, tenements, woods, underwoods, commons, common of pasture, wastes, furs, heaths, moors, marshes, waters, fishings, ponds, pools, ways, passages, courts, courts-leet, courts-baron, view of frank-pledge, perquisites and profits of courts-leet, and all that to courts-leet, courts-baron, and view of frank-pledge, doth belong or appertain; deodands, waifs, estrays, goods and chattels of felons, felons of themselves, fugitives and outlawed persons, escheats, reliefs, heriots, fines, amerciaments, rents, services, rents of freehold and copyhold tenants, liberties, privileges, royalties, jurisdictions, profits, commodities, lights, easements, advantages, emoluments, hereditaments, and appurtenances whatsoever, of the said manor or lordship, capital and other messuages, demefne and other land, tenements, hereditaments, and premises, hereinbefore granted and released, or mentioned or intended so to be, or any of them, or any part or parcel thereof, belonging or in any wise appertaining to or with the same, or any of them, now or at any time heretofore used, occupied, possessed, or enjoyed, or accepted, reputed, taken, or known, as part, parcel, or member thereof, or of any part thereof, and all and singular other the manors or lordship, messuages, lands, tenements, and hereditaments whatsoever, of them

the said fir *I. W.* and dame *I.* his wife, and *I. W.* their son, or of any or either of them, whereof they the said fir *I. W.* and dame *I.* his wife, and *I. W.* their son, or any or either of them, or whereto they, or any or either of them, are entitled, either at law or in equity, for any estate of inheritance in possession, or whereof they the said fir *I. W.* and dame *I.* his wife, or either of them, are seised, or whereto they, or either of them, are entitled, either at law or in equity, for any estate of freehold, with the immediate reversion or remainder thereof, to the said *I. W.* their son, for any estate of inheritance whatsoever, either at law or in equity, situate, lying, and being in the several township, &c. and the reversion, &c. To have and to hold the said manor, &c. unto the said *W.* lord — and *H. G.* and their heirs, to the several uses, and for the several intents and purposes, and upon the trusts, and subject to, by, with, and under the several powers, provisos, limitations, and agreements hereinafter mentioned, expressed, and declared, of and concerning the same: And this indenture further witnesseth, that for the consideration aforesaid, and also for and in consideration of the sum of —, of, &c. to the said fir *I. W.* by the said *W.* lord — and *H. G.* &c. he the said fir *I. W.* hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, &c. unto the said *W.* lord — and *H. G.* &c. in their actual possession, &c. and to their heirs, all the said, &c. whereof he the said fir *I. W.* is seised, in fee simple, or whereunto the said fir *I. W.* is entitled, by way of purchase, since the year —, and which are intermixed with, or lie contiguous to the lands and hereditaments in the said county of —, hereinbefore mentioned to be hereby granted and released, and are not, nor is any part thereof included in the said recovery hereinbefore recited to have been suffered

SETTLEMENT.

Habendum.

To the uses after mentioned.

Grant from fir *I. W.* to lord — and *H. G.* of the premises he is seised in fee.

SETTLE-
MENT.

Habendum.

To the uses
after mention-
ed.

Declaration of
uses.

in the said county of —, but are part and parcel of the lands and hereditaments, which are expressly excepted out of the indenture of bargain and sale, of the — day of — last past, hereinbefore recited, and the reversion, &c. To have and to hold the said several messuages, &c. so last mentioned to be by the said sir *I. W.* hereby granted and released, or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the said *W.* lord — and *H. G.* and their heirs, to the several uses, and for the several intents and purposes, and upon the trusts, and with such remainder over and subject to, by, with, and under the several powers, provisos, declarations, and agreements hereinbefore mentioned, limited, expressed, and declared, of and concerning the same persons: And it is hereby declared and agreed, by and between all and every the parties to these presents, that the several directions, limitations, and appointments, grants, releases, and conveyances, hereinbefore mentioned to be made by these presents, shall be, enure, and shall operate, enure, and be deemed and taken to operate and enure, and that the said — several suffered recoveries, at the said great sessions for the said counties of — and —, respectively as aforesaid, shall operate and enure, and as well the said *W. W.* and *W. V.* the said recoverors in the said — several common recoveries, named as the said *W.* lord — *H. G.* and their heirs, and likewise all and every other person and persons, seised or to be seised of the said several hereditaments and premises, in the said counties of — and —, mentioned, specified, or comprised, in the before-mentioned common recoveries, or in either of them, or in the several grants, releases, appointments, conveyances, and assurances hereby made, or mentioned to be made as aforesaid, or in any of them,

shall respectively stand, and be seised of the same several hereditaments and premises, and every of them, and every part and parcel thereof, until the solemnization of the said intended marriage, to the same uses, and for the same intents and purposes, and upon the same trusts, and with such remainders over, and subject to, by, with, and under the same powers, provisos, limitations, declarations, and agreements, as the same hereditaments and premises did stand settled or limited, or were respectively subject and liable to before the execution of these presents, and from and immediately after the solemnization of the said intended marriage to the several uses, and for the several intents and purposes, and upon the trusts, and with such remainders, over and subject to, by, with, and under the several powers, provisos, limitations, declarations, and agreements, in and by these presents after expressed and declared of and concerning the same, respectively, (that is to say,) as, for, touching, and concerning all that, &c. *[parcels for securing lady C. P.'s pin-money, of £ — per ann. charged upon the whole estate of £ — a year, immediately after limited to T. W. for life.]*

To the use of the said sir I. C. and sir M. L. their executors, administrators, and assigns, for and during, and unto the full end and term of — years, from thenceforth next ensuing and fully to be complete and ended, without impeachment of waste, Upon the trust nevertheless, and for the several intents and purposes, and subject to the provisos hereinafter expressed and declared, of and concerning the said term and estate of — years, and of and concerning the several hereditaments and premises therein comprised, and from and immediately after the end, expiration, or other sooner determination of the said term and estate of — years, and subject thereto, and to the trusts thereof, in the mean time, to the use of the said

SETTLEMENT.

Until the marriage to the same uses, as same stood limited before execution hereof.

After the marriage.

As to premises of £ — per ann.

To the use of sir I. C. and sir M. L. for — years.

Upon trust after mentioned.

To the use of

SETTLEMENT.

T. W. for life,
sans waste.

Remainder to
Lord — and
H. G. to pre-
serve contin-
gent remain-
ders.

Remainder to
the intent that
if T. W. should
die during
joint lives of
dame I. and
lady C. P.

lady C. P.
shall after death
of T. W. re-
ceive during
joint lives of
I. W. and lady
C. P. an an-
nuity of — per
annum.

T. W. and his assigns, for and during the term of his natural life, without impeachment of, or for any manner of waste; and from and after the determination of that estate, by forfeiture or otherwise, in the life time of the said T. W. to the use of the said W. lord— and H. G. and their heirs, during the life of the said sir I. W. upon trust, to preserve and support the contingent uses and estates hereinafter limited, from being defeated or destroyed, and for that purpose to make entries, and bring actions as occasion shall require, but nevertheless, to permit and suffer the said I. W. and his assigns, during his life, to receive and take the rents, issues, and profits of the said premises to and for his and their own use and benefit; and from and immediately after the decease of the said sir I. W. to the use, intent, and purpose, that if the said sir I. W. shall happen to depart this life, at any time during the joint lives of the said dame I. and lady C. P. then that she the said lady C. P. and her assigns, shall immediately after the death of the said sir I. W. her intended husband, have, receive, and take yearly and every year, during the joint lives of the said dame I. and of her the said lady C. P. by and out of the said several last mentioned hereditaments and premises, one clear annual sum or yearly rent-charge of £—, of lawful money of Great Britain, to be issuing and going out of all and every the same hereditaments and premises, and to be paid and payable, free and clear, and without any deduction, for or in respect of parliamentary taxes or otherwise; and likewise to this further intent and purpose, that in case the said lady C. P. shall survive both the said sir I. W. her intended husband, and the said dame I. that then she the said lady C. P. and her assigns, shall and may, from and after the decease of the survivor of them the said dame I. and sir I. W. yearly and every year, during the residue

of her life, have, receive, and take out of the same several premises, in lieu of the said annual sum, or yearly rent-charge of —, one other clear annual sum, or yearly rent-charge of —, of &c. to be issuing and going out of all and every the same several premises, and to be paid and payable to her the said lady *C. P.* and her assigns, for her life, free and clear, and without any such deduction as aforesaid, both the said annuities or yearly rent-charges to be paid and payable on the four most usual feasts or days of payment in the year, that is to say, the feast of the annunciation, of the blessed Virgin *Mary*, *St John* the Baptist, *St Michael* the archangel, and the birth of our *Lord Christ*, by even and equal portions; the first payment of the said yearly rent or annuity of — to be made on such of the said feast days as shall next happen after the decease of the said sir *I. W.* and the first payment of the said yearly annuity of —, to be made on such of the said feast days as shall next happen, after the decease of the survivor of them the said dame *I.* and sir *I. W.* AND it is hereby declared and agreed, that the said several annual sums or yearly rent-charges of — and —, hereby before limited and appointed, to and for the benefit of, and hereby directed to be paid to the said lady *C. P.* shall be, and the same are hereby accepted, for and in the name, and in the nature of a jointure, for her the said lady *C. P.* and in lieu and in full bar, recompense and satisfaction, of, and for all dower and thirds at common law, which she can or may have, or otherwise could or might have, or claim, of, in, to, or out of, all and every or any of the manors, messuages, lands, tenements and hereditaments, whereof the said sir *I. W.* her intended husband, is or shall be seised at any time during the coverture between them, and to this further use, intent and purpose, that if it shall happen that the

SETTLEMENT.

In lieu of said — per annum.

to receive — per annum.

Both annuities to be paid yearly.

said annuities to be in lieu of dower.

SETTLEMENT.

Power and
distress on non-
payment.

said several annual sums, or yearly rent-charges of ——— and ———, or either of them hereinbefore severally made payable, and directed to be issuing out of the said premises, to and for the benefit of the said lady C. P. as aforesaid, shall be behind or unpaid, in part or in all, by the space of ——— days next, over or after either of the said feasts, or days of payment, wherein the same are hereinbefore appointed to be paid as aforesaid, that then and so often, it shall and may be lawful, to and for the said lady C. P. and her assigns, into and upon all and singular the hereditaments and premises out of which the said several annual sums or yearly rent-charges are hereby directed to be respectively issuing, or are made payable, or whereupon or out of which the same or any part thereof are hereby charged and made chargeable, and directed to be issuing as aforesaid, or into and upon any part thereof, to enter and distrain, and the distress and the distresses then and there found, to take, lead, carry away, and impound, and in pound to detain, until such of the said annual sums or yearly rent-charges as shall be so behind or unpaid as aforesaid, and all arrearages thereof, if any shall be, and all costs, charges, and expenses incurred in taking such distress and distresses, shall be fully paid, and in default of payment, in due time after any distress or distresses shall be so taken, to appraise, and sell or dispose of the same distress or distresses, or otherwise to demean therein according to law, to the intent that thereby the person or persons to whom any of the said annual sums or yearly rent-charges shall be so due or remaining unpaid, shall and may be fully paid and satisfied for the same, and all arrears thereof, and all costs, charges, and expenses attending the recovery thereof respectively, and likewise to this further use, intent and purpose, that in case the said several annual sums, or yearly rent-charges

of — and — hereby before made chargeable on, and directed to be issuing out of the said several hereditaments and premises last mentioned, and to be paid and payable to the said lady C. P. for her life as aforesaid; or any part thereof, shall happen to be behind or unpaid by the space of — days next over or after either of the said feasts or days of payment, whereon the same are respectively hereinbefore appointed or directed to be paid as aforesaid, then and so often, although no formal demand shall be made thereof respectively, it shall and may be lawful to and for the said lady C. P. and her assigns, into and upon the said hereditaments and premises, out of which the said annual sums or yearly rent-charges are to be issuing and payable as aforesaid, or into and upon any part thereof, in the name of the whole, to re-enter, and the possession thereof to take and retain, and the rents, issues, and profits thereof, and of every part thereof, to take and receive; to and for her and their own use and benefit respectively, until she or they shall be thereby or therewith, or otherwise, fully paid and satisfied the said several annual sums, or yearly rent-charges of — and —, and all arrears thereof respectively, or so much thereof as shall remain behind and unpaid at the time of such entry, and all arrears thereof, and also so much of the same several annual sums and yearly rent charges as shall incur and grow due, during such time as she or they shall continue in possession of the same premises, after and by means of such entry as aforesaid, together with full costs, charges and expences paid, incurred, or sustained, for or by reason of the non-payment and detention thereof, such possession when taken to be without impeachment of waste. AND as, to, for, and concerning all and singular the said manor, &c. so hereby

SETTLEMENT.

Power of re-entry on non-payment of said annuities 40 days after same become due.

And as to last mentioned

SETTLEMENT.

premises limited to T. W. for life, subject to said term of — years, and the trusts thereof.

To Sir E. T. and Sir R. M. for — years to commence immediately after decease of T. W. upon trusts after mentioned, subject thereto, and the trusts thereof, to the several other uses after mentioned.

As to the manor of — estate of — per annum, to G. W. and T. E. for — years, to commence from the marriage,

limited in use, and subject to the said term of — years, and to the trusts thereof, to the said Sir I. W. for his life, to take effect on the solemnization of the said intended marriage, and so hereby charged and chargeable with the said two several annual sums, or yearly rent-charges of — and — as aforesaid, and subject thereto, and to such powers and remedies for recovering payment thereof as aforesaid, and likewise subject to the said term of — years, and to the trusts thereof, to the use of the said Sir E. T. and Sir R. M. their executors, administrators and assigns, for and during, and unto the full end and term of — years, to commence and be computed from and immediately after the decease of the said Sir I. W. upon the several trusts nevertheless, and to and for the several intents and purposes, and subject to the several provisos, declarations and agreements hereinafter mentioned, expressed, and declared, of and concerning the same term, and from and after the end, expiration, or other sooner determination of the said term and estate of — years, and subject thereto, and the trusts thereof respectively, in the mean time, to the several other uses, and for the several intents and purposes, and upon the trusts, and with such other remainders over, and subject to, by, with, and under the several other provisos, limitations, declarations and agreements, in and by these presents after limited, expressed, and declared, of and concerning the said several last mentioned hereditaments, and as to, for, touching and concerning all that the manor or lordship of —, &c. (estate of — a year) to the use of the said G. W. and T. E. their executors, administrators and assigns, for and during the full end and term of — years, to be computed from the solemnization of the said intended marriage, and from thence next ensuing, and fully to be

complete and ended, without impeachment of, or for any manner of waste, upon the several trusts nevertheless, and for the several intents and purposes, and subject to the several provisos, declarations and agreements hereinafter expressed and contained, of and concerning the same term of — years, and the premises therein comprised, and from and after the expiration or other sooner determination of the said term of — years, and subject thereto, and to the trusts thereof, in the mean time, to the use of the said sir *I. W.* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, and from and after the determination of that estate, by forfeiture or otherwise, in the life-time of the said sir *I. W.* to the use of the said *W. lord —*. and *H. G.* and their heirs, during the life of the said sir *I. W.* upon trust, to support and preserve the contingent uses and estates hereinafter limited from being defeated or destroyed, and for that purpose to make entries and bring actions, as occasion shall require, but nevertheless, to permit and suffer the said sir *I. W.* and his assigns, during his natural life, to receive and take the rents, issues and profits of the same premises, to and for his and their own use and benefit, and from and immediately after the decease of the said sir *I. W.* then to the use of the said dame *I. W.* the wife of the said sir *I. W.* and of her assigns, for and during the term of her natural life, without impeachment of, or for any manner of waste, and from and after the determination of that estate, by forfeiture or otherwise, in the life time of the said dame *I.* to the use of the said *W. lord —*, and *H. G.* and their heirs, during the life of the said dame *I. W.* upon trust, to support and preserve the contingent uses and estates hereinafter limited from being defeated or destroyed, &c but nevertheless to permit and suffer the said dame *I.*

SETTLEMENT.

upon trusts after mentioned.

Subject thereto to sir *I. W.* for life, remainder to Lord —, and *H. G.* to preserve contingent remainders.

Remainder to dame *I.* for life.

SETTLEMENT.

Which estate
for life dame
I accepts for
her jointure.

and her assigns, during her natural life, to take and receive the rents, issues and profits of the said premises, to and for her and their own use and benefit, which estate for her life, so limited in use to the said dame *I.* of and in the same premises, she the said dame *I.* doth hereby accept and take, as and for, and in nature of a jointure, and in full bar, recompense, and satisfaction, of and for all dower and thirds at the common law, which she the said dame *I.* can or may have or retain, of, into, or out of all and every or any the manors, &c. whereof the said sir *I. W.* hath been or now is, or shall be seised, at any time during the coverture between them, and the same estate, of and in the said last mentioned lands and hereditaments, is so hereby limited in use to the said dame *I.* for her life, in order to replace her the like estate and interest, of and in the said estates, hereditaments, and premises, as she had therein, under former settlements, immediately before the execution of the said recited indenture of bargain and sale quadripartite, bearing date the said — day of — last past, as aforesaid, and before the suffering of the said several common recoveries in pursuance thereof, and from and immediately after the several deceases of the said sir *I. W.* and dame *I.* his wife, and the survivor of them, to the use of the said sir *I. W.* and his assigns, for and during the term of his natural life, without impeachment of, or for any manner of waste, and from and after the determination of that estate, by forfeiture or otherwise, in the life time of the said sir *I. W.* to the use of the said *W.* lord — and *H. G.* and their heirs, during the life of the said sir *I. W.* upon trust, to support and preserve, &c. and from and immediately after the decease of the said sir *I. W.* to the use of the said sir *E. T.* and sir *R. M.* their executors, administrators and assigns, for and during, and unto the

Remainder
after decease of
survivor of sir
I. W. and wife
to *T. W.* for
life.

Remainder to
Lord — and
H. G. to pre-
serve contin-
gent remain-
ders, &c.

full end and term of — years, to be accounted from the decease of the said sir *I. W.* and from thence next ensuing, and fully to be complete and ended, without impeachment of waste, upon the several trusts, and to and for the several intents and purposes, and subject to the provisos, declarations, and agreements hereinafter expressed and declared, of and concerning the same term of — years, and the several hereditaments and premises therein comprised, and as, for, and concerning the same hereditaments and premises so hereby limited, in use to them the said sir *E. T.* and sir *R. M.* their executors, administrators and assigns, for the said term and estate of — years, and from and after the end, expiration, or other sooner determination of the said term and estate of — years, and subject thereto, and to the trusts thereof, and also to the precedent uses in the mean time, and likewise as for and concerning the manor or lordship, &c. hereinbefore limited, in use to them the said sir *E. T.* and sir *R. M.* their executors, administrators, and assigns, for and during the said term of — years, and to take effect from the decease of the said *I. W.* and from and after the end, expiration, or other sooner determination of the same term of — years, and subject thereto, and to the trusts thereof, and also to the precedent uses in the mean time, to the use and behoof of the first son of the body of the said *T. W.* on the body of the said lady *C. P.* his intended wife, lawfully to be begotten, and of the heirs male of the body of such first son lawfully to be begotten, and for default of such issue, to the use of the second son of the body of the said lady *C. P.* his intended wife, lawfully to be begotten, and the heirs male of the body of such second son, lawfully to be begotten, and for default of such issue, to the use of the third, fourth, fifth, sixth, and

SETTLEMENT.

As to premises limited to sir *E. T.* and sir *R. M.* for — years, &c. and likewise as to the premises limited to sir *E. T.* and sir *R. M.* for — years, to take effect after decease of sir *I. W.* after determinations thereof, and subject thereto.

To the first son of the body of *I. W.* on the body of lady *C.* and of the heirs male of such son, and remainder to the second and other sons, &c.

SETTLEMENT.

all and every other the son and sons of the body of the said *T. W.* on the body of the said lady *C. P.* his intended wife, lawfully to be begotten, whether born in the life time or after the decease of the said *T. W.* severally, successively, and in remainder one after another, in order and course as they and every of them shall be in seniority of age, and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons, and the heirs male of his body issuing, being always to be preferred and to take before the younger of such sons, and the heirs male of his and their body and bodies issuing, and for default of such issue, then to the use of the said *R. P.* and *G. I.* their executors, administrators and assigns, for and during, and unto the full end and term of — years from thence next ensuing, and fully to be complete and ended, upon the trusts, nevertheless, and to and for the several intents and purposes hereinafter mentioned, expressed, and declared, of and concerning the same term, and from and after the end, expiration, or other sooner determination of the said term of — years, and subject thereto, and to the trusts thereof in the mean time, to the use of the first son of the body of the said *T. W.* on the body of any woman or women whom he shall happen to marry, or take to wife, after the decease of the said lady *C. P.* his said now intended wife lawfully to be begotten, and of the heirs male of the body of such first son lawfully issuing, and for default of such issue, to the use of the second son of the body of the said *T. W.* on the body of any after taken wife or wives lawfully to be begotten, and the heirs male of the body of such second son lawfully issuing, and for default of such issue to the use of the third, fourth, fifth, and all and every other the son and sons of the body of the said

To *R. P.* and
G. I. for —
years, upon
trusts after
mentioned.

After deter-
mination
thereof,

to the first son
of *T. W.* on the
body of any
after taken
wife.

Remainder
to the second,
&c.

T. W. on the body of any such after taken wife or wives, lawfully to be begotten, severally, successively, and in remainder, one after another, in order and course as they and every of them shall be in seniority of age, and priority of birth; and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons, and the heirs male of his body issuing, being always to be preferred, and to take before the younger of such sons, and the heirs male of his and their body and bodies issuing, and for default of such issue to the use of *G. W.* second son of the said sir *I. W.* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, and from and after the determination of that estate by forfeiture, or otherwise, to the use of the said *W.* lord —, and *G. H.* upon trust, to support and preserve, &c. remainder to the first and other sons of *G. W.* in tail male; remainder to the third, fourth, fifth, and other sons of sir *T. W.* by dame *I.* his wife, successively, in tail male; remainder to the first and other daughters of *T. W.* by any after taken wife, in tail general; remainder to the first and other daughters of *G. W.* in tail general; and for default of such issue, to the use of the said sir *I. W.* his heirs and assigns for ever; and as, for, touching, and concerning all and singular the rest and residue of the capital and other messuages, &c. situate, lying, and being, in the said several counties of — and —, over and besides and exclusive of the several lands and hereditaments in the same counties, which are hereby granted and released to the said *W.* lord —, and *H. G.* and their heirs, or intended so to be, with their and every of their rights, members, and appurtenances, whereof the said four several recoveries were so suffered, or intended to be suffered, in

SETTLEMENT.

Remainder to *G. W.* for life.

Remainder to lord *B.* and *H. G.* to preserve contingent remainders

Remainder to his (*G. W.*) sir and other sons in tail
Remainder to the third and other sons of sir *I. W.* in tail male.

Remainder to the first and other daughters of the marriage in tail general

To the first and other daughters of *T. W.* by any other taken wife.

Remainder to the first and other daughters of *G. W.*

Remainder to sir *I. W.* his heirs and af-

SETTLEMENT.

signs, for ever.
The residue of
the premises
conveyed in
recovery over,
and besides
those conveyed
to lord B. and
H. G.
To sir I. W. his
heirs and
assigns for ever.
Trusts of the
term of —
years.

purfuance of the said indenture of bargain and sale of the — day of — last, as of the then several great sessions to be then next held for the several counties of — and —, being the several great sessions now last past, to the only use and behoof of the said sir I. W. his heirs and assigns, for ever, and to and for no other use, intent, or purpose, whatsoever; and as, for, and concerning the said term and estate of — years, hereinbefore limited in use to them the said sir I. C. and sir M. L. their executors, &c. of and in the several lands, hereditaments, and premises, therein comprised, to take effect from and immediately after the solemnization of the said intended marriage. It is hereby declared and agreed, by and between all and every the parties to these presents, that the said term and estate of — years, of and in the same premises, was and is so limited in use to them the said sir I. C. and sir M. L. their executors, &c. upon trust, and to the intent and purpose that they the said sir I. C. and sir M. L. and the survivor of them, and the executors, administrators, and assigns, of such survivor, do and shall, yearly, and every year during the joint lives of them the said T. W. and lady C. P. by and out of the rents, issues, and profits, of the hereditaments and premises comprised in the same term, or any part thereof, or by demise or mortgage thereof, or of any part thereof, or by any other ways or means as to them the said trustees for the time being shall seem meet, levy and raise the annual sum of —, of, &c. and do and shall pay, apply, and dispose of the same by quarterly payments, at the four most usual feast-days or times in the year, (that is to say,) the feast of St. John the baptist, &c. by even and equal portions, unto such person or persons, and for such intents and purposes only, as the said lady C. P. shall, notwithstanding her coverture, and as

To raise £—
per annum
pin-money to
lady C. P.

SETTLE-
MENT.

if she was sole and unmarried, by any note or writing, to be signed with her hand, from time to time, direct or appoint, and in default of such direction or appointment, and when and as often as no such appointment shall be made, do and shall levy, raise, answer, and pay the said yearly sum of —, into the proper hands of the said lady C. P. for the sole and separate use and benefit of her the said lady C. P. exclusive of the said T. W. her intended husband, who is not to intermeddle therewith, nor is the same to be subject to his controul, debts, or engagements, and the receipts and discharges of the said lady C. P. and of such persons as she shall from time to time direct or appoint to receive all or any part of the said annual sum of —, shall, from time to time, be good and effectual releases and discharges for such sums of money as in such releases and discharges shall be expressed to be received, and the said yearly sum of —, so hereby directed to be paid to the said lady C. P. and her assigns, during the said joint lives of the said T. W. and her the said lady C. P. is to be paid, free and clear of and from all parliamentary and other taxes, charges, and deductions whatsoever, on the four most usual feasts, or days of payment, in the year, hereinbefore mentioned, by even and equal portions, the first payment thereof to begin and be made on such of the said feasts or days of payment as shall first happen after the solemnization of the said intended marriage, and upon further trust, and to the intent and purpose that they the said sir I. C. and sir M. L. and the survivor of them, and the executors, administrators, or assigns, of such survivor, do and shall, yearly, and every year during the joint lives of the said T. W. and lady C. P. pay and answer all the residue and overplus of all and singular the rents, issues, and profits, of the premises comprised in the said term of — years;

SETTLEMENT.

Mortgagor of
— years term

Trusts at the
term of —
years.

And of the
term of —
years.

unto the person or persons who shall be next entitled to the reversion or remainder of the said premises immediately expectant on the determination of the said term. PROVIDED always, that when and so soon as all the trusts hereby declared of and concerning the said term of — years, shall be fully performed and satisfied, or shall be discharged either by becoming unnecessary, or by any other means; and when full payment shall be made of all such costs, charges, damages, and expenses, as the said lady *C. P.* or her assigns, or they the said sir *I. C.* sir *M. L.* or either of them, their or either of their executors, administrators, or assigns, or any of them, shall sustain, be at, or put unto, in or about the execution of the said trusts, then and from thenceforth the said term of — years, of and in the said farms, lands, and premises, therein comprised, or of and in so much and such parts thereof as shall remain undisposed of, in or about the execution of the said trusts, shall cease, determine, and be utterly void, any thing hereinbefore contained to the contrary thereof, in any wise notwithstanding. And as for and concerning the said term of — years, hereinbefore limited in use to the said sir *E. T.* and sir *R. M.* their executors, administrators, and assigns, of and in the several hereditaments and premises comprised in the said term of — years, and also as for and concerning the said term and estate of — years, hereinbefore also limited in use to the said sir *E. T.* and sir *R. M.* their executors, administrators, and assigns, of and in the said other lands, tenements, hereditaments, and premises, comprised in the said term of — years. It is hereby declared and agreed, that all and every the same lands, tenements, hereditaments, and premises, were so limited in use to the said sir *E. T.* and sir *R. M.* their executors, administrators, and assigns, for the said several terms

of — years, and — years, and that the same several terms and estates were so limited in use to them, upon the several trusts, and for the several ends, intents, and purposes, and subject to the several provisos, declarations, and agreements, hereinafter expressed and declared concerning the same, (that is to say,) in trust, in the first place, for the further and better securing to her the said lady C. P. and her assigns, during her life, the due payment of the said annual sums, or yearly rent-charges of — and —, hereby before respectively made payable, and directed to be paid to her in nature of a jointure, during such terms and term as hereinbefore are expressed and set forth, and for the further intent and purpose, in case either of the said annual rent-charges of £ —, and £ —, so hereby before charged on the premises, comprised in the said term of — years, and hereby made payable, and directed to be paid to the said lady C. P. respectively, and to her assigns as aforesaid, or any part thereof, shall at any time be behind and unpaid, by the space of — days next after any of the said feasts, or days of payment whereon the same, or either of them, are or is hereby made payable, although no formal demand shall be made of the said annual sums, or yearly rent-charges, or the arrears thereof, then and so often it shall and may be lawful to and for the said sir E. T. and sir R. M. and the survivor of them, and the executors, administrators, and assigns of such survivor, and he and they is and are hereby directed, but without prejudice to the several estates hereby limited in use to them the said sir I. W. and dame I. for their several natural lives, of and in the said hereditaments, comprised in the said term of — years, and without prejudice, to the said term of — years, or the trusts thereof, from time to time, by and out of the rents, issues, and profits of the said

SETTLEMENT.

In the first place to secure lady C. P.'s jointure.

SETTLEMENT.

several hereditaments and premises, comprised in the several terms of ——— years, and ——— years, or by mortgage or sale, from time to time thereof, or of a competent part thereof, for all or any part of the said term of ——— years, or by bringing actions against any of the tenants or occupiers of the said premises, for the recovery of any of the rents then in arrear, or by making entries, from time to time, upon the same premises, or any part thereof, or by all or any of the said ways or means, or by any other ways or means whatsoever, to raise, levy, and pay unto the said lady C. P. and to her assigns as aforesaid, all such arrears of the same several annual sums, or yearly rent-charges, or either of them, hereinbefore directed to be issuing, and to be payable out of the said premises as aforesaid, or such part and so much thereof as shall, from time to time, be so remaining due and unpaid, together with all such damages, costs, charges, and expenses as the said lady C. P. her executors, administrators, or assigns, or as they the said trustees, or the survivors or survivor of them, or the executors, administrators, or assigns of such survivor shall expend, sustain, or be put unto, by reason of the non-payment or detention of the same annual sums, or yearly rent-charges, or either of them, or any part or parcel thereof, or otherwise, in the execution of the trusts hereinbefore or hereinafter declared, touching and concerning the said several terms of ——— years, and ——— years, and subject to the aforesaid trusts, and without prejudice thereto, upon this further trust and confidence; that, in case there shall happen to be an eldest son of the body of the said T. W. on the body of the said lady C. P. his intended wife, begotten and born in the life-time of the said T. W. or in due time after his decease; and that there shall be so begotten by the said T. W. on the body of the said lady C. P. any other

SETTLEMENT.

child or children, be the same a son or sons, or a daughter or daughters, or be there both sons and daughters among them, or in case there shall be one only son, of the body of the said *T. W.* on the body of the said lady *C. P.* begotten and born in the life-time of the said *T. W.* or after his decease; and that in that case there shall be any daughter or daughters, begotten of the body of the said *T. W.* on the body of the said lady *C. P.* born in the life-time of the said *T. W.* or after his decease; then that they the said sir *E. T.* and sir *R. M.* and the survivor of them, and the executors and administrators of such survivor shall, after the decease of the said *T. W.* by all or any the ways and means afore said, but subject nevertheless, and without prejudice, to the raising and paying the said several annual sums, or yearly rent-charges, of £—— and £——, hereinbefore respectively directed to be paid after the decease of the said *T. W.* unto the said lady *C. P.* during such respective terms and times as hereinbefore are expressed, in nature of a jointure, and without prejudice to the precedent, uses, and estates, as to the said premises comprised in the said term of —— years, levy and raise the sum of ——, of lawful, &c. for the portion and portions of all and every such child and children, other than an eldest or only son, and to be paid to such child or children, respectively, as is hereinafter mentioned, (that is to say,) if there shall be one such child, other than and besides an eldest or only son, be such child a son or daughter, then the whole sum of ——, for the portion of such one child, to be paid to such child, being a son, at his age of —— years, and to such child, being a daughter, at her age of —— years, or day of marriage, which shall first happen after the decease of the said *T. W.* and in case there shall be two or more such children, not being any of them an eldest or only son, be such

To raise £——
for the portions
of younger
children, to be
equally divided
among them.

SETTLEMENT.

To be paid to the sons at —, and to the daughters at —, or at marriage, which shall first happen after decease of T. W.

To become vested interests, although payment postponed.

Until — months after T. W.'s decease, with interest, at 4 per cent. from such decease.

Trustees, with consent of T. W. empowered to raise portions

children sons or daughters, (or be there both sons and daughters among them,) then the said sum of — to go to, and be shared and divided between and among all such children, other than an eldest or only son, in equal parts, shares, and proportions, and share and share alike, and to be paid and payable to such of them as shall be a son or sons, at his or their respective age of — years, and to such of them as shall be a daughter or daughters, at her or their respective age of — years, or days of marriage, which shall first happen after the decease of the said T. W. and if any such child or children being a son or sons, shall attain his or their age of — years, in the life-time of the said T. W. or being a daughter or daughters, shall attain her or their said age of — years, or be married in the life-time of the said T. W. then the portion or portions of him, her, or them, so attaining the said age, or marrying as aforesaid, shall be considered as vested interest, respectively; but, nevertheless, the payment of the same portion and portions shall be postponed until the end of — months next after the decease of the said T. W. and then the said portion shall be respectively paid and payable, with interest for the same, after the rate of £ —, by the year, for each sum of £ —, from the time of such decease, unless such portion or portions, or any of them, shall be raised and paid in the life-time of the said T. W. which it shall be lawful for them the said trustees, for the time being, to levy and raise accordingly, in case the said T. W. shall so direct and appoint, by any deed or writing, under his hand and seal, attested by two or more credible witnesses, so as that, nevertheless, such portions be levied and raised, without prejudice, to the raising and paying to the said lady C. P. and her assigns, during her life, the said annuities, or yearly rent-charges, of £ — and £ —, hereby made payable to

her and them as aforesaid: Provided always, that if any such child, being a daughter, shall depart this life before her portion shall become vested as aforesaid, or if any such child, being a younger son, shall depart this life, or become an eldest son, before his portion shall become vested as aforesaid, then the portion or sum of money, hereby provided, as well for each such child or children, so dying, as for such younger son becoming an eldest son, shall, from time to time, go and accrue to the survivors or survivor, and others of the said children, and shall be equally divided between the survivor, and others of them, if more than one, share and share alike, and the same shall be paid and payable, at such respective days and times, and shall go in the same manner to such survivor, and other child and children, as is hereby provided and declared, touching his, her, or their original portion or portions; and in case of the death of any other or others of the said children, or if any other such younger son or sons shall become an eldest son, before such accruing or surviving share and shares shall become vested, then all and every such accruing or surviving share and shares shall, from time to time, again be subject and liable to such right, chance, and contingency, or condition of accruer or survivorship, to the survivor and survivors, and others of the said children, as before is declared, touching his, her, or their original portion; and upon this further trust, that they the said sir *E. T.* and sir *R. M.* and the survivor of them, and the executors and administrators of such survivor, do and shall, after the decease of the said *T. W.* but, nevertheless, without prejudice to the raising and paying the said annual sums, or yearly rent-charges of £ — and £ —, respectively made payable as aforesaid, to the said lady *G. P.* for her life, and without prejudice to the precedent uses,

SETTLEMENT.

in his life-time,
without pre-
judice to lady
C. P.'s jo.n-
ture.

Benefit of sur-
vivorship.

Trustees, after
the decease of
T. W., em-
powered to
raise such year-
ly sums for
childrens, as
T. W. shall by
his will direct.

SETTLEMENT.

Not to exceed the annual interest of their portions.

In default of appointment, such yearly sums as will be equivalent to the interest, at 4 per cent.

Trustees empowered, by direction of T. W. either in his life-time, or after his decease, to raise any part of the sons portions towards placing them out apprentices.

and estates before mentioned, levy and raise, by all or any of the ways and means hereinbefore mentioned, for the maintenance and education of all and every child and children of the said T. W. on the body of the said lady C. P. begotten, for whom portions are hereby intended, until his, her, and their respective portions shall become payable, such yearly sum and sums of money as the said T. W. at any time during his life, by any deed or writing, under his hand, attested by two or more credible witnesses, or by his last will and testament, in writing, signed in the presence of three or more credible witnesses, shall appoint, so as such maintenance do not exceed the annual interest of the portion or portions of such child or children, respectively, to be computed after the rate of £—— per cent. per annum; and in default of such appointment, such yearly sum and sums of money as will be equivalent to the interest of the respective portions of such child and children, at the rate of £——, by the year, for each sum of ——; the said yearly sums for maintenance to be paid quarterly, at or on the feasts of *St. Michael* the archangel, the birth of our *Lord Christ*, the annunciation of the blessed *Virgin Mary*, and *St. John* the Baptist, in every year, by equal portions; the first payment thereof to be made upon such of the said feast days as shall first happen after the decease of the said T. W. Provided also, and it is hereby declared and agreed, that it shall and may be lawful to and for the said sir E. T. and sir R. M. or the survivor of them, or the executors or administrators of such survivor, at any time after the decease of the said T. W. or in his life-time, if he the said T. W. shall, by any deed or writing under his hand, sealed and delivered by him, in the presence of, and attested by two or more credible witnesses, signify his consent and direction for that purpose, from time

to time, but without prejudice as aforesaid, to levy and raise any part of the portion or portions, hereby intended for any such younger son or sons, for the placing of such younger son or sons in any business or employment, or otherwise, for his or their advancement or benefit, notwithstanding his or their portion or portions shall not then have become due or payable: Provided always, that they the said *fir E. T.* and *fir R. M.* or the survivor of them, or the executors, administrators, or assigns of such survivor, shall not sell or mortgage any part or parts of the said manors, lands, &c. so limited to them as aforesaid, for the said several terms of — years, and — years, until some or one of the said portions shall become payable by virtue of these presents, other than and except for the levying and raising such part and parts of the portion or portions, hereby intended for any younger son or sons, as it may be thought proper, to levy and raise, for the placing of him or them in any business or employment, or otherwise, for his or their advancement or benefit as aforesaid: Provided also, that after the said maintenance shall be raised and paid, the residue and overplus of the rents and profits of the premises shall, until some or one of the said portions become payable, be had and received by the person and persons, respectively, who, for the time being, shall be next entitled in reversion or remainder to the same premises, immediately expectant on the determination of the said several terms of — and — years, to and for his and their own use and benefit: Provided always, that if the said *T. W.* shall advance any of the said children, being a daughter or daughters, in his life-time, with any portion or portions, which shall be equal to the portion or portions hereby intended for such daughter or daughters, respectively, such portion or portions, so advanced by

SETTLEMENT.

Trustees not to sell any part of manors, until some one portion become payable.

Provide that money advanced shall go in part or portion, or in satisfaction thereof.

SETTLEMENT.

Unless said
T. W. shall de-
clare the con-
trary.

Provided that
if there shall be
no such chil-
dren, &c.

And the trust-
ees shall be
paid all
charges, &c.

Or if the per-
son or persons
to whom the
estate shall be
limited,

him, respectively, shall, in that case, be accounted in full satisfaction of the portion or portions hereby intended for such daughter or daughters, respectively; but if such advanced portion or portions shall be less than the portion or portions hereby intended for such daughter or daughters, respectively, then such advanced portion or portions shall be accounted as part of the portion or portions hereby intended for such daughter or daughters, respectively, and then so much more only shall be raised as will make her or their advanced portion or portions equal to the portion or portions hereby intended for her or them, respectively, unless the said T. W. shall declare the contrary, by writing under his hand, attested by two or more credible witnesses: Provided also, that, in case there shall be no such child or children, other than and besides an eldest or only son, or there being such child or children, other than as aforesaid, in case all of them shall happen to die before any of them, being sons, shall attain the age or ages of — years, or being daughters, before any of them shall attain the age of — years, or be married as aforesaid, or in case all and every of the trusts declared as aforesaid, of and concerning the said several terms of — and — years shall be all performed, according to the true intent and meaning of these presents, or shall be discharged by becoming unnecessary or incapable of being performed, or by any other means; and the said sir E. T. and sir R. M. their and each of their executors, administrators, and assigns, shall be fully reimbursed and satisfied all costs, charges, and expenses, occasioned by or relating to the trusts hereby in them reposed, or if the person or persons to whom the next estate of inheritance, of and in the manors, lands, and hereditaments, comprised in the said several terms of — years, and — years, in reversion or

remainder, and expectant on the determination of the same terms, shall, for the time being belong, do and shall well and truly pay, or cause to be paid, to the said sir *E. T.* and sir *R. M.* or the survivor of them, his executors or administrators, or well and sufficiently, to his or their good liking, secure to be paid the portion or portions hereinbefore provided for such child or children, or so much thereof as shall be remaining unpaid, (all such maintenance, interest, charges, and expenses as are hereinbefore mentioned being first raised or satisfied,) then, and in any or either of the said cases, the said several terms and estates of — years, and — years, of the said several manors, lands, and hereditaments, comprised therein, or so much thereof as shall then remain unfold and undisposed of, for the purposes aforesaid, shall cease, determine, and become utterly void, to all intents and purposes whatsoever, any thing hereinbefore contained to the contrary notwithstanding: Provided always, and it is hereby declared and agreed, by and between the said parties to these presents, that it shall and may be lawful to and for the said *T. W.* at any time or times during his life, by any deed or deeds, instrument or instruments in writing, to be executed by him in the presence of two or more credible witnesses, or by his last will and testament, in writing, to be signed by him, and attested by three or more credible witnesses, to charge all or any part of the manors, &c. hereinbefore limited to strict uses, and which are of the yearly value of £ —, or thereabouts as aforesaid, subject nevertheless and without prejudice, to the several precedent estates for lives hereinbefore respectively limited, of and in the same premises, or any part thereof, and to the payment of the said several annuities of £ — and £ —, to the said lady *C. P.* for her life, and also subject to such of the

SETTLEMENT.

 Shall pay said portions,

The said several terms of — years, and — years to cease.

 Provided that *T. W.* may, subject as aforesaid, charge said premises with £ —.

SETTLEMENT.

And for creating a term for securing same £—.

Said term to be made redeemable, on payment of said £—.

trusts hereinbefore declared, touching and concerning the said several terms of — years, and — years, and also to such of the trusts of the said several terms of — years, and — years, so far only as the same extend, for the better securing the said several annuities of £— and £— to the said lady C. P. as aforesaid, with and for the payment of any principal sum or sums of money, not exceeding in the whole the gross sum of —, of, &c. with the interest thereof, from the time of such charge, unto or for the benefit of any person or persons whomsoever, and for such intents and purposes as he the said T. W. shall think fit; and the more effectually to secure and enforce the raising and due payment of such principal sum and sums, not exceeding in the whole the sum of —, as the said T. W. may so think fit to charge on the said last mentioned premises, it shall and may be lawful to and for the said T. W. but without prejudice as aforesaid, by the same, or by any such like deed or deeds, instrument or instruments, so to be sealed, delivered, signed and attested as aforesaid, to make any demise or grant, by way of mortgage, of the hereditaments and premises he shall so charge, or to limit the same premises to any person or persons for any term or number of years, without impeachment of waste, for, or for the purpose of securing such principal sum and sums of money, with interest, from the time of such charge, so as the term and estate to be granted by any such demise, grant, or limitation, be made redeemable, on full payment of the said sum of —, or so much thereof as shall be so charged, by virtue of this present power, and the interest thereof, by the person or persons, who for the time being shall be intitled to the next estate in remainder, either in law or at equity, of and in the premises so to be demised, limited, or granted,

as aforesaid. PROVIDED always, and it is hereby further declared and agreed, by and between the said parties to these presents, that in default of issue male of the body of the said *T. W.* on the body of the said lady *C. P.* his intended wife, to be begotten, and not otherwise, it shall and may be lawful, to and for the said *T. W.* at any time or times during his life, by any deed or deeds, instrument or instruments in writing, to be executed by him in the presence of two or more credible witnesses, or by his last will and testament in writing, to be signed by him, and attested by three or more credible witnesses, to charge in such manner as to take effect, from and after the decease of the said dame *I. W.* all or any part of the manor, &c. and premises hereinbefore limited, to the said dame *I. W.* for her life, for her jointure as aforesaid, subject nevertheless, and without prejudice, to the several estates hereinbefore respectively limited, of and in the same several hereditaments and premises, with and for the raising and paying of any principal sum or sums of money, not exceeding in the whole the gross sum of —, &c. for or towards, and in augmentation of the portion or portions, maintenance or maintenances, of any daughter or daughters of the said *T. W.* on the body of the said lady *C. P.* to be begotten, who shall not be immediately inheritable on the decease of the said *T. W.* under the limitations aforesaid, to the said premises so to be charged therewith, or any part thereof, and such sum or sums of money respectively to be paid for such daughter or daughters, not immediately inheritable as aforesaid, at such time or times, after the decease of the said dame *I. W.* and in such shares and proportions as he the said *T. W.* shall, by such deed or writing, or last will, to be executed and attested as aforesaid, direct, limit, or appoint; and in case the said

SETTLEMENT.

Proviso for enabling said *T. W.* in default of issue male, to charge said premises limited to *I. W.* for life, with — for daughters, to whom said premises not limited.

SETTLEMENT.

several hereditaments and premises, comprised in the several terms of ——— years, and ——— years, or by mortgage or sale, from time to time thereof, or of a competent part thereof, for all or any part of the said term of ——— years, or by bringing actions against any of the tenants or occupiers of the said premises, for the recovery of any of the rents then in arrear, or by making entries, from time to time, upon the same premises, or any part thereof, or by all or any of the said ways or means, or by any other ways or means whatsoever, to raise, levy, and pay unto the said lady C. P. and to her assigns as aforesaid, all such arrears of the same several annual sums, or yearly rent-charges, or either of them, hereinbefore directed to be issuing, and to be payable out of the said premises as aforesaid, or such part and so much thereof as shall, from time to time, be so remaining due and unpaid, together with all such damages, costs, charges, and expenses as the said lady C. P. her executors, administrators, or assigns, or as they the said trustees, or the survivors or survivor of them, or the executors, administrators, or assigns of such survivor shall expend, sustain, or be put unto, by reason of the non-payment or detention of the same annual sums, or yearly rent-charges, or either of them, or any part or parcel thereof, or otherwise, in the execution of the trusts hereinbefore or hereinafter declared, touching and concerning the said several terms of ——— years, and ——— years, and subject to the aforesaid trusts, and without prejudice thereto, upon this further trust and confidence, that, in case there shall happen to be an eldest son of the body of the said T. W. on the body of the said lady C. P. his intended wife, begotten and born in the life-time of the said T. W. or in due time after his decease, and that there shall be so begotten by the said T. W. on the body of the said lady C. P. any other

SETTLEMENT.

child or children, be the same a son or sons, or a daughter or daughters, or be there both sons and daughters among them, or in case there shall be one only son, of the body of the said *T. W.* on the body of the said lady *C. P.* begotten and born in the life-time of the said *T. W.* or after his decease; and that in that case there shall be any daughter or daughters, begotten of the body of the said *T. W.* on the body of the said lady *C. P.* born in the life-time of the said *T. W.* or after his decease; then that they the said sir *E. T.* and sir *R. M.* and the survivor of them, and the executors and administrators of such survivor shall, after the decease of the said *T. W.* by all or any the ways and means aforesaid, but subject nevertheless, and without prejudice, to the raising and paying the said several annual sums, or yearly rent-charges, of £— and £—, hereinbefore respectively directed to be paid after the decease of the said *T. W.* unto the said lady *C. P.* during such respective terms and times as hereinbefore are expressed, in nature of a jointure, and without prejudice to the precedent, uses, and estates, as to the said premises comprised in the said term of — years, levy and raise the sum of —, of lawful, &c. for the portion and portions of all and every such child and children, other than an eldest or only son, and to be paid to such child or children, respectively, as is hereinafter mentioned, (that is to say,) if there shall be one such child, other than and besides an eldest or only son, be such child a son or daughter, then the whole sum of —, for the portion of such one child, to be paid to such child, being a son, at his age of — years, and to such child, being a daughter, at her age of — years, or day of marriage, which shall first happen after the decease of the said *T. W.* and in case there shall be two or more such children, not being any of them an eldest or only son, be such

To raise £—
for the portions
of younger
children, to be
equally divided
among them.

SETTLEMENT.

body of the said lady *C. P.* who shall not be immediately inheritable on the decease of the said *T. W.* under the limitations aforesaid, to the said premises, to be charged therewith, or any part thereof, the same to be paid to such younger or other child or children not immediately inheritable as aforesaid, at such time or times after the decease of the said dame *I. W.* and in such shares and proportions as he the said *T. W.* shall, so as aforesaid, direct, limit, or appoint, and in case the said *I. W.* shall not, in manner aforesaid, apportion the respective shares of such daughters portions, the same to be paid equally among them, share and share alike, and upon this further trust, that they the said *R. I.* and *G. I.* the survivor of them, and the executors, administrators, and assigns of such survivor, do, shall, and will, from and after the decease of the said lady *C. P.* by, with, and out of the rents, issues and profits of the same manors, &c. hereby charged with the payment of the said annuities of — or —, to the said lady *C. P.* for her jointure, or by sale or mortgage, or other disposition thereof, or of any part thereof, for all or any part of the said term of — years, or by all or any of the ways or means aforesaid, or by any other ways or means, as they in their discretion shall think fit, but subject nevertheless, and without prejudice, to the several precedent estates hereinbefore respectively limited thereof, levy and raise such sum and sums of money, not exceeding in the whole the sum of —, as he the said *T. W.* at any time during his life, by any deed or writing, or by his last will and testament, in writing, to be executed and attested as aforesaid, shall, pursuant to and in exercise of the power hereinbefore contained, direct, limit, or appoint, in further augmentation and increase of the portion or portions, maintenance or maintenances, of

SETTLEMENT.

any daughter or daughters of the said *T. W.* to be begotten on the body of the said lady *C. P.* who shall not be immediately inheritable on the decease of the said *T. W.* under the limitations aforesaid, to the said premises to be charged therewith, or any part thereof, and the same to be paid to such younger or other child or children, not immediately inheritable as aforesaid, at such time or times after the decease of the said lady *C. P.* and in such shares and proportions as he the said *T. W.* shall so as aforesaid direct, limit, or appoint; and in case the said *T. W.* shall not, in manner aforesaid, apportion the respective shares of such daughters portions, the same to be paid unto and equally among them, share and share alike: Provided also, and it is hereby further declared to be the true intent and meaning of these presents, and of the parties hereunto, that, in case there shall be no such daughter or daughters, or being such daughters, all of them shall happen to die, before any of their said portions shall become payable as aforesaid, or in case all and every the trust declared as aforesaid, of and concerning the said term of — years, shall, in all things, be fully performed, and satisfied or discharged, according to the true intent and meaning of these presents, either by becoming unnecessary to be, or incapable of being performed, or by any other means; and when the said *R. P.* and *G. I.* their and each of their executors, administrators, and assigns, shall be lawfully reimbursed and satisfied all charges and expenses, occasioned by or relating to the execution of the trusts hereby in them reposed, or if the person or persons to whom the next estate of inheritance of and in the said several hereditaments and premises, comprised in the said term of — years, in reversion or remainder, expectant on the determination of the said term, shall, for the time being, belong to, shall well and truly

Proviso for
making void
the said term
of — years.

**SETTLE-
MENT.**

Provided that the said T. W. after the decease of lady C. P. may subject as aforesaid charge, said premises, with a jointure for an after-taken wife.

pay, or cause to be paid, unto the said R. P. and G. I. or the survivor of them, his executors, administrators, or assigns, or well and sufficiently to their or his good liking, secure to be paid all such sum or sums of money as the said T. W. shall, pursuant to and in exercise of the powers hereinbefore contained think fit to charge, for or towards, and in augmentation of the portion or portions, of such daughter or daughters, or so much thereof as shall then be remaining unpaid, all such charges and expenses as aforesaid, being first raised or satisfied, then, and in any of the said cases, the said term of — years, of and in the said several lands and hereditaments comprised therein, or so much thereof as shall remain unfold or undisposed of, for the purposes aforesaid, shall cease, determine, and be utterly void, any thing herein contained to the contrary thereof in anywise notwithstanding [*the trusts of the — years term, limited to G. W. and I. E. are declared to be for raising £—— a year pin-money, for dame I. W. for her separate use, Vide trusts of — years term*]: Provided always, and it is hereby declared, &c. that it shall and may be lawful to and for the said T. W. after the decease of the said lady C. P. either before or after his intermarriage with any other woman or women, by any deed or deeds, instrument or instruments, in writing, with or without power of revocation, to be by him sealed and delivered in the presence of, and to be attested by two or more credible witnesses, or by his last will and testament, in writing, or any writing, purporting to be his last will and testament, but without prejudice to such of the trusts hereinbefore declared, touching and concerning the said several terms of — years, — years, and — years, as shall be then existing, or remain to be performed, to grant, limit, or appoint to, or to the use of any such

SETTLEMENT.

woman or women, whom he the said *T. W.* may, after the decease of the said lady *C. P.* happen to marry, or take to wife, for her or their life or lives, and in full, or in part only, of and in the nature of her and their jointure or jointures, and in bar of her or their dower, to take effect immediately after the death of the said *T. W.* any annual sum, or yearly rent-charge, not exceeding in the whole the yearly sum of £—, such yearly rent to be tax free, and without any deductions, to be issuing out of and chargeable upon all, or any part of the manors, &c. hereby granted and released, or intended so to be, with such powers and remedies for the recovery of such annual sum, or yearly rent-charge, when in arrear, and such term or terms of years, for the better securing the due payment thereof, to take effect immediately after the decease of the said *T. W.* (but without prejudice as aforesaid,) as to him the said *T. W.* shall seem meet: Provided also, &c. that if the said lady *C. P.* shall depart this life in the lifetime of the said *T. W.* without leaving or having had any son or sons, who shall attain the age of — years, or be married, then, and in that case, it shall and may be lawful to and for the said *T. W.* either before or after his intermarriage with any other woman or women, by any deed or deeds, instrument or instruments, in writing, with or without power of revocation, to be by him sealed and delivered, &c. or by his last will and testament, in writing, with or without power of revocation, to be by him sealed and delivered, &c. or by his last will and testament, in writing, or any writing, purporting to be his last will and testament, but without prejudice to such of the trusts hereinbefore declared, touching and concerning the said several terms of — years, — years, and — years, as shall then be existing, or remain to be performed, to charge all or any part

Provided if lady *C. P.* dies without having a son, then that *T. W.* may charge the said premises with £—, for the younger children of after-taken wife.

SETTLE-
MENT.

of the manors, lands, tenements, hereditaments, and premises hereby limited in use to the said *T. W.* for his life, to take effect on the solemnization of the said intended marriage, either in possession or reversion, expectant on the decease of the said *sir T. W.* and dame *I.* his wife, as aforesaid, with and for the raising and payment of any sum or sums of money, for the portion or portions of any child or children of the said *T. W.* by any after-taken wife, not exceeding in the whole the sum of — for the portion of one such child, and not exceeding in the whole the sum of —, for the portion of two or more such children, and with such maintenance for such child or children, to commence or become payable after the several deceases of the said *T. W.* and such after-taken wife, and the survivor of them, not exceeding the interest of his or their respective portion or portions, until his, her, or their respective portions shall be paid, and with such clauses of survivorship as the said *T. W.* at any time or times, during his life, by any writing or writings, with or without power of revocation, sealed and delivered, &c. shall appoint; and in default of such appointment, to be paid to such child or children, being a son or sons, at the age of — years, or being a daughter or daughters, at the age of — years, or day of marriage, which shall first happen after the several deceases of the said *T. W.* and such after-taken wife: And it is hereby declared, that, for the purpose of raising and securing such portion or portions, and maintenance as aforesaid, it shall and may be lawful to and for the said *T. W.* without prejudice as aforesaid, by the same, or any such like deed or deeds, instrument or instruments, in writing, so sealed and delivered as aforesaid, to make any demise or grant of the said hereditaments and premises, which he shall so charge, or to limit the same

Declaration
that the said
T. W. may
make a demise
or grant, for
raising or se-
curing such
portion or por-
tions.

premises to any person or persons, for any term or number of years, without impeachment of waste; for or for the purpose of raising and securing such portion or portions, and maintenance, so as the term and estate to be granted by any such grant, demise, or limitation be made redeemable, on payment of the portion or portions, and maintenance, which shall be so charged, by virtue of this present power, by the person or persons who, for the time being, shall be entitled to the next estate in remainder, either at law or in equity, of and in the premises so to be demised, limited, or granted as aforesaid: Provided always, and it is hereby, &c. that it shall and may be lawful to and for the said *G. W.* as and when he shall be in the actual possession of the manor, &c. limited to strict uses as aforesaid, by virtue of the limitations hereinbefore contained, either during the coverture between him, and *B.* his present wife, or before, or upon or after his marriage with any other wife or wives, by any deed or deeds, instrument or instruments, in writing, with or without power of revocation, and to be sealed and delivered, or by his last will and testament, in writing, &c. but without prejudice to the jointure, or rent-charge, hereby provided for the said lady *C. P.* and to such of the trusts hereinbefore declared, touching the said several terms of — years, — years, and — years, as shall then be existing, and remain to be performed, to grant, limit, or appoint, to, or to the use of the said *B. W.* his present wife, or to the use of any such woman or women with whom he the said *G. W.* shall hereafter intermarry, after he shall be so in the actual possession of the said manor and premises, for the life or lives of such woman or women, and in full or in part only, of and in the nature of her and their jointure or jointures, and in bar of her or their dower, to

SETTLEMENT.

Provided that
T. W. when in
possession of
the said manor,
&c. may grant
to his present
or future wife,
a sum of
£ — a year,
by way of
jointure.

SETTLE
MENT.

take effect immediately after the death of the said G. W. any annual sum or yearly rent-charge, not exceeding the yearly sum of —, to be payable, tax free, and without any deduction, to be issuing out of and charged, or chargeable, upon all or any part of the manor, &c. last hereinbefore mentioned, to be limited in use to the said T. W. for his life as aforesaid, with such powers and remedies for the recovery of such annual sum or yearly rent-charge, when in arrear, and such term or terms of years, for the better securing the due payment thereof, to take effect immediately after the decease of the said G. W. but without prejudice to the jointure or rent-charges hereby provided for the said lady C. P. and to such of the trusts hereinbefore declared touching the said several terms of — years, — years, and — years, as shall then be existing, and remain to be performed, as to him the said G. W. shall seem meet. *[Power for sir I. W. during his life, and after his decease for dame I. W. during her life, and T. W. during his life, and after the decease of sir I. W. dame I. his wife, and T. W. for W. lord B. and H. G. and the survivor of them, and the heirs of such survivor, in case there shall be any son or sons of the body of the said T. W. on the said lady C. P. who by virtue of the limitations hereinbefore contained, shall be intitled to the freehold and inheritance of the several manors, &c. hereby limited to strict uses as aforesaid, expectant on the decease of the said T. W. and of the said sir I. W. and dame I. his wife, and who shall be then under the age of — years, from time to time, until such son and sons shall respectively attain his or their age or ages of — years, and also for G. W. during his life, when and as he, she, or they shall be in the actual possession of the said manor, &c. and by virtue of the limitations aforesaid, to make leases of any part of the said manor, &c. whereof he, she, or they, shall respec-*

tively be then in possession, or entitled to the rents and profits, &c.] PROVIDED always nevertheless, and it is, &c. that it shall and may be lawful, to and for the said *W. lord* —, and *H. G.* and the survivor of them, and the heirs of such survivor, at any time or times during the joint lives of the said *sir I. W. dame I. and T. W.* during the lives or life of the survivor or survivors of them, or within the space of — years next after the decease of such survivor, by the direction, and with the approbation of the said *sir I. W. dame I. and T. W.* or of the survivors or survivor, so long as they or any of them shall be living, such direction and approbation to be testified by any writing under their hands and seals, or under the hand and seal of the survivor, and to be attested by two or more credible witnesses; and after the several deceases of them the said *sir I. W. dame I. and T. W.* then by and of the proper authority of them the said *W. lord* —, and *H. G.* or of the survivor of them, or of the heirs of such survivor, to make sale of, or to convey in exchange, for or in lieu of any other manors, &c. to be situate in that part of *Great Britain* called *England*, or in the principality of *Wales*, or any part or parts of the capital and other messuages, &c. in the said counties of — and — hereinbefore limited in use, to take effect on the solemnization of the said intended marriage to the said *I. W.* for his life in possession, or to the said *T. W.* for his life in reversion, to take effect on the several deceases of the said *sir I. W. and dame I.* to any person or persons, either together or in parcels, for such price or prices in money, or any other equivalent, as to them the said *W. lord* —, and *H. G.* or to the survivor of them, or his heirs, shall seem reasonable, with full power for the several persons aforesaid, upon payment of the money arising by or upon the sale or sales by him or them, of any

SETTLEMENT.

Proviso for sale or exchange.

SETTLEMENT.

such part or parts of the said premises, or agreed to be given for equality on any such exchange or exchanges, to them the said *W. lord* —, and *H. G.* or to the survivor of them, or to the heirs of such survivor, or by their or his order, or to any reputable banker or goldsmith, or into the bank of *England*, to give and sign proper receipts for the money for which any such part or parts of the same premises shall be so sold, which receipts shall be, from time to time, a sufficient discharge to any such purchaser or purchasers, or other person or persons, for the purchase money or monies received for equality, for which the same shall be sold, or so much thereof as in such receipts shall be acknowledged or expressed to be received, and such purchaser or purchasers, or other person or persons, his, her, or their heirs, executors, administrators or assigns, shall not afterwards be answerable for any loss, mis-application, or non-application of such purchase-money, or be concerned to see to the application thereof, when any of the said premises shall be so sold for a valuable consideration, and such receipts shall be given for the purchase-money, as aforesaid, or when any sum or sums of money shall be received upon any such exchange or exchanges, so as aforesaid, for equal acts. And also when any of the premises shall be sold, disposed of, or conveyed in exchange, or in lieu of other lands, and the fee simple and inheritance of such lands which shall be so received in exchange, or had in lieu of those conveyed, shall be well vested in them the said *W. lord* — and *H. G.* or the survivor of them, or his heirs, all and every the said manor, &c. so sold, disposed of, and conveyed, shall be and remain for ever thenceforth freed, and absolutely discharged of and from all and every the uses, estates, trusts, declarations, provisos, and agreements, in and by these presents

SETTLE-
MENT.

limited, expressed, and declared, of and concerning the same, and from thenceforth these presents, and the several assurances, appointments, grants, and releases, hereby made, or hereinbefore mentioned, shall enure, as to so much of the said premises as shall be so respectively sold, disposed of, or conveyed, to the only use and behoof of such purchaser or purchasers, or other person or persons to whom the same shall be so respectively sold, disposed of, or conveyed, and of his and their heirs respectively for ever. PROVIDED, nevertheless, and it is hereby also declared, that when any of the premises shall be so sold in pursuance of these presents, or when any sum or sums of money shall be received upon any such exchange or exchanges, as aforesaid, for equality, all and every the sum and sums of money which shall arise by such sale or sales, or be so received for equality, or make exchange or exchanges, shall, with all convenient speed, be laid out and disposed of by them the said *W. lord* —, and *H. G.* or by the survivor of them, his executors or administrators, with such consent as aforesaid, testified as aforesaid, and be invested in the purchase of other lands, tenements, and hereditaments, in fee simple, in possession, in that part of *Great Britain* called *England*, or in the principality of *Wales*, of a clear indefeasible estate of inheritance, in fee simple, whereof not above one fourth part may, if the parties so think fit, be copyhold, of as good value as the manor, lands, and hereditaments, hereby made saleable, as aforesaid, and as well the manors, lands, and hereditaments, so to be purchased, as all and every the manors, lands, and hereditaments, which shall be vested in the said *W. lord* —, and *H. G.* and their heirs, or in the survivor of them, or his heirs or assigns, in exchange for, or in lieu of any of the manors, lands, and hereditaments, hereby limited, settled, and

Proviso for
re-investing
the money
received on
sale, in the
purchase of
other lands.

SETTLEMENT.

Power to place same money out at interest until purchase is fixed upon.

assured, which he or they shall have disposed of, or conveyed, in pursuance of these presents, shall be settled and conveyed to such and the same uses, and upon such and the same trusts, and for such and the same ends, intents, and purposes, and charged in the same manner, and under the same provisos, powers, conditions, and agreements, as are hereinbefore limited, expressed, and declared, of and concerning the said manors, lands, and hereditaments, hereby granted and released, or such of them as shall be then existing, and capable of taking effect. AND it is hereby declared, that until the money arising by such sale or sales, as aforesaid, or so to be received for equality, as aforesaid, shall be invested in purchases, in the manner hereinbefore directed, the same shall be placed out at interest by the said *W. lord* —, and *H. G.* or by the survivor of them, his executors, administrators, or assigns, with such consent as aforesaid, testified as aforesaid, either upon real or government securities, and the interest and proceeds of the monies so invested in securities, shall go and be paid to such person and persons, and be applied to and for such uses, intents, and purposes, and in such manner as the rents and profits of the manors, lands, and hereditaments, to be purchased therewith, would go, or be payable, or applicable unto, in case such purchase were then made. And it is also declared, that it shall and may be lawful, to and for the said *W. lord* —, and *H. G.* and the survivor of them, his executors, administrators, and assigns, from time to time, as often as he or they shall think fit, with such consent as aforesaid, to call in the monies so placed out, and the same again to place out at interest upon any new or other securities, as to him and them shall seem meet, and the same shall be upon the like trusts as is and are hereinbefore declared, touching the said first securities, and the monies to be

invested therein. PROVIDED also, and it is hereby declared and agreed, by and between the said parties to these presents, that the several trustees in and by these presents nominated and appointed, and each of them, their heirs, executors, administrators, and assigns, shall be charged and chargeable only for such monies as they and every of them shall respectively actually receive, by virtue of the trusts hereby in them respectively reposed, and the one of them shall not be answerable or accountable for the other of them, or for the acts, receipts, neglects, or defaults of the other of them, but each only for his own acts, receipts, neglects, or defaults, nor shall they or any of them be answerable or accountable for any banker, goldsmith, broker, or other person, with whom, or in whose hands any part of the trust monies shall or may be deposited or lodged for safe custody, or otherwise, in the execution of any of the trusts before mentioned, neither shall they the said trustees, nor any of them, be answerable, or charged or chargeable for any loss or damage which may happen by reason of any defect of title in any manors, lands, or hereditaments, which shall be purchased with any monies, in pursuance of these presents, or for the insufficiency of title in any manors, lands, or hereditaments, which may be had or received by way of exchange for, or in lieu of all or any part of the manors, messuages, lands, hereditaments, and premises, hereby made exchangeable, as aforesaid, neither shall they the said trustees, or any of them, be answerable or accountable for the insufficiency or deficiency of any security or securities in which any monies shall or may, in pursuance of these presents, be placed out or invested, nor for any other misfortune, loss, or damage, which may happen in the execution of the aforesaid trusts, or otherwise in relation thereto, except the same

SETTLEMENT.

Provide that trustees shall only be answerable for what they shall actually receive, not for deficiency of title of premises bought, &c.

SETTLEMENT.

For reimbursing trustee's expenses.

Covenant by sir I. W. seised in fee of premises to the amount of £---

Lawful authority to grant and release

shall happen by or through their own wilful defaults respectively. AND also that they the said several trustees, and every of them, their and every of their respective heirs, executors, and administrators, shall and may, by and out of the monies which shall come to their respective hands, by virtue of the trusts aforesaid, retain to, and reimburse himself and themselves, and also shall and may, out of such monies, allow to his and their co-trustee and trustees, all costs, charges, damages, and expenses, which they or any of them shall or may respectively sustain, expend, disburse, be at, or put unto, in or about the execution of the trusts hereby in them reposed, or any of them, or in any wise relating thereunto, (the allowance of which costs shall be regulated by the methods practised between solicitor and client, and not as between party and party,) and the said sir I. W. doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and grant, to and with the said W. lord —, and H. G. their heirs and assigns, that he the said sir I. W. now at the time of the sealing and delivery of these presents is, and standeth lawfully seised of and in the said several messuages, cottages, lands, tenements, hereditaments, and premises, hereinbefore mentioned to be granted and released by the said sir I. W. only, and which are of the yearly value of —, or thereabouts, as aforesaid, with their and every of their appurtenances, of and in a good, perfect, absolute, and indefeasible estate of inheritance, in fee simple, without any manner of condition, contingency, proviso, power of limitation, of use or uses, or other restraint, matter, cause, or thing, whatsoever, to defeat, alter, charge, change, or determine the same, and that the said sir I. W. hath in himself good right, full power, and lawful and absolute authority to grant and release the said lands,

hereditaments, and premises, mentioned, or intended to be hereby granted and released, and which are of such yearly value of —, or thereabouts, as aforesaid, with their and every of their appurtenances, unto the said *W.* lord —, and *H. G.* their heirs and assigns, in manner, and to and for the uses aforesaid, and according to the true intent and meaning of these presents, and that the same messuages, lands, hereditaments, and premises, with their appurtenances, shall and lawfully may, from time to time, and at all times after the solemnization of the said intended marriage, remain, continue, and be, to and for the several and respective use and uses, intents and purposes, upon the trusts, and under and subject to the provisos, powers, limitations, and agreements, hereinbefore mentioned, expressed, and declared, of and concerning the same, and that the said manor, capital, and other messuages, lands, tenements, hereditaments and premises, hereinbefore mentioned to be hereby granted and released by the said sir *I. W.* and dame *I.* his wife, and *T. W.* and by the said sir *I. W.* alone, and which are hereinbefore limited to strict uses, as aforesaid, are, at the time of the execution of these presents, let to the several tenants hereinbefore named, at and under the several yearly rents hereinbefore mentioned, amounting together, in the whole, to the sum of —, and upwards, by the year. AND the said sir *I. W.* and *T. W.* for themselves, severally, and not jointly, nor one of them for the other of them, or for the acts or deeds of the other of them, and for their several and respective heirs, executors, and administrators, do covenant, promise, and agree, to and with the said *W.* lord —, and *H. G.* their heirs and assigns, by these presents, in manner and form following, (that is to say,) that for and notwithstanding any act, matter, or thing, whatsoever, had, made, done committed,

SETTLEMENT.

—
said premises
to secure an-
nuity of —

And that the
same shall re-
main for the
uses, intents,
and purposes,
mentioned, &c.

And that the
manor, capital,
house, and
messuages, are,
a. the execu-
tion of these
presents, let at
— a year.

Several coven-
ant of *I. W.*
and *T. W.*

that notwith-
standing any
act, &c.

SETTLEMENT.

they the said
 fir I. W. dame
 I. his wife, and
 T. W.
 have good
 right to grant,
 appoint, bar-
 gain, &c. said
 manors, mes-
 suages, &c.

unto the said
 W. lord —,
 and H. G. in
 manner afore-
 said.
 And that the
 same shall re-
 main to the
 said uses,

without mo-
 lestation.

And that the
 same shall re-
 main free and
 discharged
 against all in-
 cumbrances.

or suffered, to the contrary, they the said fir *I. W.* and dame *I.* his wife, and *T. W.* now have in themselves, or some or one of them hath in himself or herself, good right, full power, and lawful and absolute authority, to grant, limit, appoint, bargain, sell, release, and convey, all and singular the said manors, messuages, lands, tenements, hereditaments, and premises, hereinbefore mentioned to be hereby granted and released, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, unto the said *W.* lord —, and *H. G.* their heirs and assigns, in manner and form aforesaid, and according to the true intent and meaning of these presents, and that for and notwithstanding any such act, matter, or thing, as aforesaid, all and every the said manors, messuages, lands, tenements, hereditaments, and premises, with their appurtenances, shall, from time to time, and at all times hereafter, remain, continue, and be, unto the several uses, and upon the several trusts, and to and for the several intents and purposes, and subject to the several powers, provisos, declarations, and agreements, in and by these presents respectively limited, mentioned, expressed, and declared, touching and concerning the same, and so shall be peaceably and quietly enjoyed without any let, suit, trouble, denial, molestation, or interruption, by or from the said fir *I. W.* and dame *I.* his wife, and *T. W.* or either of them, or by or from any person or persons whomsoever, lawfully claiming or to claim, by, from, or under, or in trust for them, or any or either of them, and that the said manors, lands, hereditaments, and premises, now are, and for ever hereafter shall remain, continue, and be free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise, by the said fir *I. W.* his heirs, executors, or administrators, well and sufficiently saved, defend-

ed, kept harmless, and indemnified of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, or right or title of dower, rents, arrears of rent, reversions, services, statutes, judgments, recognizances, forfeitures, or cause or causes of forfeitures, seizures, sequestrations, pre-fines, post fines, executions, extents, debts of record, debts to the king's majesty, or any of his royal progenitors, or predecessors, estates, charges, titles, troubles, claims, or demands, whatsoever, (except several chief rents, and other out-pay-
 SETTLEMENT.
 —————
 Except, &c.
 —————
 ments, issuing out of, or payable for the said several hereditaments and premises, in the said counties of ——— and ———, some or one of them, not exceeding in the whole the sum of ———, by the year, and also except a certain deed-poll or instrument, in writing, under the hand and seal of sir *I. W.* bart. deceased, father of the said sir *I. W.* bearing date on or about the — day of ———, whereby the said sir *I. W.* in pursuance of a power reserved and given to him, in and by a certain indenture of release or settlement, bearing date on or about the — day of ———, charged the said premises in the county of ———, or the greatest part thereof, together with other lands and hereditaments, with and for the payment of the sum of ———, for the portion of *C. W.* and *E. W.* spinster, daughters of the said sir *I. W.* to be paid at the times, and in manner therein mentioned, and which said *C. W.* and *E. W.* by their deed-poll or instrument, in writing, under their respective hands and seals, dated on or about the — day of ——— last past, in consideration of the said sum of ——— being paid, or secured to be paid to them by the said sir *I. W.* did release and for ever discharge the said sir *I. W.* his heirs, executors, administrators, and assigns, and all and every the lands and hereditaments charged with,

SETTLE-
MENT.

And for further
assurance.

Except by the
persons claim-
ing excepted
estates.

and liable to the payment of the said —, and the interest due thereon, and of and from the said sum of —, and all interest due for the same; and further, that they the said sir *I. W.* and dame *I.* his wife, and each of them, their and each of their heirs, executors, and administrators, and all and every person and persons lawfully claiming, or to claim any estate, right, title, trust, or interest, either at law or in equity, of, in, to, or out of the said manor, messuages, lands, tenements, hereditaments, and premises, by, from, or under, or in trust for them, or any or either of them, except the several persons claiming, or to claim the said excepted estates and interests in respect thereof, only,) shall and will, from time to time, and at all times hereafter, upon every reasonable request of them the said *W.* lord —, and *H. G.* or the survivor of them, his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause or procure to be made, done, acknowledged, levied, suffered, or executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, devises, conveyances, and assurances, in the law whatsoever, for the further, better, and more perfect and absolute limiting, appointing, granting, conveying, assuring, and confirming of the said manor, messuage, lands, tenements, hereditaments, and premises, hereinbefore mentioned, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, unto and to the use of such person and persons, and subject to such trusts, and to and for such ends, intents, and purposes, as are hereinbefore mentioned, limited, expressed, and declared, touching and concerning the same respectively, be the same by fine or fines, common recovery or common recoveries, or any other matter of record, or note of record, or otherwise howsoever, as by the said

SETTLEMENT.

W. lord —, and H. G. or the survivor of them, or his heirs, or his, their, or any of their counsel learned in the law, shall be reasonably devised, advised, or required, so as no such further assurances do contain any further or other warranty or covenant, than what are hereinbefore in these presents contained, and so as the person or persons, who shall be required to make such further assurances, be not compelled or compellable to go or travel from their respective dwellings, or places of abode, for the making or doing thereof; and the said I. earl of —, for himself, his heirs, executors, and administrators, and for the said lady C. P. his daughter, doth covenant, promise, and agree, to and with the said sir I. W. his executors, administrators, and assigns, by these presents, that she the said lady C. P. shall and will, after her attaining the age of — years, and when she shall be thereto requested by the said sir I. W. his executors, administrators, and assigns, attend in the high court of chancery, and give her consent to the transfer or assignment of the said £—— bank 3 per cent. annuities, and the dividends due for the same, standing in the name of the accountant-general of the said court, and placed to the credit of the cause of — earl of — against —, but in trust for the said lady C. P. as aforesaid, and to the payment of the money arising by sale thereof, unto the said sir I. W. his executors, administrators, or assigns, to and for his and their own use and benefit: Provided always, and it is hereby agreed and declared, by and between the said parties to these presents, and the true intent and meaning of them, and of these presents, is and are, that the assignment, cession, transfer, and payment so made, to or for the benefit of the said sir I. W. of the portion or fortune of the said lady C. P. amounting to the sum of — as aforesaid, in pursuance of the said

Covenant by the earl of —, for himself, and his daughters,

That she shall, after attaining her age,

Assign or give her consent to assignment of the said sum of £——, bank annuities, &c.

Provido that the assignment aforesaid shall not extend to any future fortune lady C. P. shall acquire.

SETTLEMENT.

marriage-treaty, shall not extend, or be deemed, construed, or taken to extend, to entitle the said sir *I. W.* to any future portion or estate, which, at any time hereafter, shall come to or devolve upon the said lady *C. P.* or to or upon the said *T. W.* in her right, by or under any will, or by donation or settlement, or by the statute for the distribution of the estates of intestates, or otherwise, but that such future portion, fortune, or estate, shall go and be paid to the said lady *C. P.* or to the said *T. W.* her husband, in her right, any thing herein contained to the contrary in any wise notwithstanding. IN WITNESS, &c.

Settlement after Marriage on a Lady's coming of Age, in pursuance of an Agreement before Marriage (a).

Statement of recitals.

THIS INDENTURE, made the — day of —, between *R. H.* of, &c. and *S.* his wife, late *S. F.* spinster, youngest daughter, &c. of the first part; *C. G.* of, &c. and *T. W.* of, &c. of the second part; *T. C.* of, &c. and the rev. *A. H.* of, &c. of the third part: WHEREAS the said sir *J. F.* the father, being seised in fee simple of the manor of —, otherwise —, &c. And whereas, by indenture of lease and release, bearing date, respectively, the — and — days of —, and made between, &c. certain estates of the said *R. T.* therein described, were, agreeable to his proposals, expressed in the said last recited indenture, conveyed, settled, and assured to the uses, and upon the trusts in the said indenture of release mentioned; and, amongst other estates therein created, a certain term of — years was thereby limited to the said *T. C.* and *A. T.* in trust for raising

(a) See ante vol. I. p. 325.

SETTLE-
MENT.

the following portions for younger children of the said intended marriage, the sum of —, if one such younger child, and £—, and £—, if three or more, to be paid and payable at such time, and in such manner, and with such interest for the same, and such benefit of survivorship, as therein is mentioned, so as that no such one younger child should, in any event, take more than the sum of —, and it is thereby agreed, by and between the said *S. T.* then *F.* and *R. T.* with the privity of the said *C. G. M. D.* and *G. F.* so far as they were severally interested therein, that if the said then intended marriage should take effect, and the said *S. T.* lived to attain the age of — years, then that the real and personal estate, whereof or whereto she the said *S. T.* was or should be seised or entitled, under the aforesaid recited wills and codicils of the said sir *J. F.* the grand-father, and sir *T. F.* the father, both deceased, should be conveyed, assured, and settled, in such manner as in the same indenture of release is expressed: And whereas the said estates of the said *R. T.* party hereto, comprised in the said last recited indenture of release, being then subject to two mortgages of £— and £—, he the said *R. T.* party hereto, in his said proposal of marriage, did, in order to exonerate and discharge the said estates therefrom, propose to convey the estates of him the said *T.* to *G.* and *W.* in trust, to be sold for that purpose; and accordingly, by indenture of bargain and sale, bearing even date with the same indenture of release or settlement, and — in the court of King's Bench, he the said *T.* did grant, bargain, sell, and convey certain estates therein mentioned unto *G.* and *W.* and their heirs, in trust, to be sold for the purpose of paying off and discharging, in the first instance, — mortgage of part, and next of £—: And whereas, in the said last recited indenture there

SETTLE-
MENT.

were other power or powers from the said R. T. party hereto, to demise, limit, or appoint all the said estates, for securing £——: And whereas, soon after the date of the said last hereinbefore recited indenture, the said T. intermarried with the said S. who attained her age of —— years, on the —— day of ——, and some time after the date of the same indenture, J. M. intermarried with E. F. who attained her age of —— years the —— day of ——: And whereas, by a decree or decretal order of the said court of chancery, made the —— day of ——, in a cause then and still depending in the said court, wherein the said T. and S. his wife, and R. T. their eldest son, by R. T. their father, his next friend, &c. it was ordered that different funds should be sold and laid out in purchase of lands, and settled to the uses of the will and codicil of sir J. F. or such of them as should be subsisting, and capable of taking effect: And whereas, [*recital of a petition from T. S. and their son, for part of her fortune of stock, &c. to be laid out in certain lands, in ——, &c. friary, and that the same should be conveyed to the use of the said testator's, sir J. F.'s will and first codicil in that behalf mentioned, to the end that, on S.'s attaining ——, the same might be settled conformable to their said settlement, &c. of bearing other petition; [master's report that a good title could be made; [further petition that it might be confirmed; and directions for raising the purchase-money from —— stock:]* And whereas, by two indentures of release for a year, and one indenture of release, bearing date respectively, the — and — day of ——, ——, &c. the release being of four parts, and made, or expressed to be made, between the said C. G. and T. W. of the first part, J. duke of —, and P. B. by the description of devisees in fee in trust named in the will, &c. of the second part; R. T.

SETTLE-
MENT.

and *S.* his wife, of the third part, and *T. C.* of the fourth part, [after reciting, among other things, in part as or to the effects hereinbefore recited,] It is witnessed that in consideration of the sum of £.—— therein mentioned, to be paid to the said *C. G.* &c. and of £.—— to *J.* duke of ——, &c. Certain premises were conveyed to ——, to hold to —— and his heirs, to the use of *S. T.* and the heirs of her body, and for default of such issue, to the use of *E. M.* and the heirs of her body; in default, to the use of the testator, sir *J. F.* &c. AND WHEREAS, by indorsement of Recitals. lease and release, bearing date, &c. the release made between —— &c. and *E.* of —— of the first part, *T.* and his wife of the second part, and *W.* and *G.* of the third part, the manor of ——, held on three lives, was granted, released, and conveyed to *G.* and *W.* in trust, for such person, &c. and [recital of the will of sir *J. F.* and settlements on the marriage of *W.* and *S.*] AND WHEREAS, [recital of an order of the court for the master to consider the settlement; [master's report that he had considered the same and order for husband and wife to lay proposal before master for a new settlement; [master's report fully recited, in which were stated that the estates conveyed to *G.* and *W.* to discharge mortgages by sale thereof, and which were estimated at £.— value, was owing to the fall of the value of landed property, sold for only £.——, so that it could not discharge the mortgages of £.—— and £.—, and that the power given to husband to raise £.—— on his estates, was, in the first place, subject to make good the deficiency, if any, for providing for the payment of mortgage, though no such deficiency was then in the least apprehended; and that thereby the sum of £.—— so intended as a provision for the said *R. T.*'s own

SETTLE-
MENT.

Recital of recovery suffered to bar intail.

use was reduced to the sum of —, and that therefore *R. T.* and his wife proposed, that as such loss had happened, not through any mismanagement or neglect of the said *T.* but entirely from the subsequent fall of landed property, and as he should be so considerable a sufferer, and deprived of a sum, which, on the treaty for the said marriage, was expressly stated he should have for his own use, that a clause might also be inserted, enabling him to raise the sum of —, out of the estates of the said *S. T.* together with the sum of —, in order that the said £—, which the said *R. T.* was empowered to raise out of his own estates as before mentioned, might be for his own use wholly discharged, as was originally intended, from the payment of any part of the said £—, and the said *R. T.* and *S.* his wife, proposed that, &c. and the said master certified, that he had, in the presence of the respective solicitors for the several parties, considered the said proposals, and did conceive the same were reasonable and proper to be carried into execution, which were accordingly confirmed, and ordered to be carried into execution, by a proper settlement, to be approved by the said master, and all proper parties, to join in such settlement as he should direct:] And whereas, by indenture of bargain and sale, in his majesty's court of —, at —, bearing date the — day of — last, and made, or expressed to be made, between the said *R. T.* and *S.* his wife, of the first part; *W. S.* of —, gent. of the second part; and *J. R.* of —, gent. of the third part; and a common recovery, suffered and executed in pursuance thereof, in — term last, in the said county of —, wherein the said *R. T.* and *S.* his wife, were vouched, the estate tail, which the said *S. T.* by virtue of, and under the said recited first codicil of the said sir *J. F.* the father, and indentures of the —

and ——— days of ———, then had and was entitled to, of and in the said entire messuages, cottages, farms, lands, tenements, and hereditaments, comprised in the said last mentioned indentures, and which were purchased with the sums of ——— as aforesaid, and the remainders and reversions, expectant or dependent on such estate tail, were barred and destroyed, and all the same entire messuages and hereditaments were limited, conveyed, and assured to the use and behoof of such person or persons, for such estate and estates, upon such trusts, and to and for such ends, intents, and purposes, and with and under, and subject to such powers, provisos, conditions, limitations, appointments, declarations, and agreements and charged and chargeable with such annual or gross sums, and in such manner and form as they the said *R. T.* and *S.* his wife, should, from time to time, by any deed or deeds, writing or writings, with or without power of revocation, to be by them sealed and delivered, in the presence of two or more credible witnesses, jointly direct, limit, declare, or appoint; and in default of such direction, limitation, declaration, or appointments, and in the mean time, and until such joint directions, limitations, declarations, or appointment should be made, and take effect, or in case any such should be made, as and when the estates and interests, thereby to be directed, limited, or appointed, should respectively end or determine, and as to so much, and such part of the said several messuages, cottages, farms, lands, tenements, woods, hereditaments, and premises, whereof no such joint direction, limitation, declaration, or appointment should be made, then to such and the same use, upon such and the same trusts, and to and for such and the same ends, intents, and purposes, and with, under, and subject to such and the same powers, pro-

SETTLEMENT.

And premises limited to such uses as husband and wife shall appoint.

SETTLE-
MENT.

vifos, conditions, limitations, appointments, declarations, and agreements, as the fame flood limited or fubject to immediately before the execution of the faid indenture now in recital: And whereas, by one other indenture of bargain and fale, of four parts, &c. and made, or expreffed to be made by the faid *J. M.* and *E.* his wife, of the firft part; the faid *S.* of the fecond part; *R. T.* of the third part; and *W. S.* of the fourth part; and two common recoveries, fuffered and executed in purfuance thereof, in faid Trinity term laft, in the faid court of common pleas, wherein the faid *J. M.* and *E.* his wife, *R. T.* and *S.* his wife, were vouched the eftate tail which they the faid *E. M.* and *S. T.* by virtue of, and under the faid firft recited codicil of the faid fir *J. F.* the father, then had, or were entitled to, of and in the aforefaid freehold manor, meffuages, lands, tenements, and hereditaments, in the counties of ——— and ———, which were in and by the fame codicil, given and divided, for want of iffue male of his own body, to the heir of his the faid teftator's body as aforefaid; and the remainder and reversion, expectant or dependant on fuch eftate tail, were barred and destroyed, and the undivided moiety of them the faid *R. T.* and *S.* his wife, of and in all the fame laft mentioned manor and hereditaments, was limited, conveyed, and affured to the ufe, &c. (as in laft recital). And whereas, by indentures of leafe and releafe, bearing date, &c. and made, or expreffed to be made, between the faid *J. M.* and *E.* his wife, *R. T.* and *S.* his wife, of the firft part; the faid *C. G.* and *T. W.* of the fecond part; and the aforefaid *R. T.* of the third part; It is witneffed, that in order to dock, bar, and extinguifh all eftates tail, and all remainders and limitations in the nature of eftates tail, and all ftrict ufes whatfoever, of and in the hereditaments thereafter defcribed, and for other

SETTLE-
MENT.

the considerations therein mentioned, they the said *J. M.* and *E.* his wife, *T. I.* and *S.* his wife, *G.* and *W.* did respectively grant, release, and convey, unto *R. T.* and his heirs, the site and capital messuage of the manor of —, the rectory of —, and other the messuages, lands, tenements, and hereditaments, in — aforesaid, comprised in the aforesaid indenture of lease, of the — day of —, to hold the same unto the said *T.* and his heirs, to the use, and upon the trusts thereafter declared; and the said *J. M.* and *R. T.* did thereby covenant, with the said *T.* —, and his heirs, that they the said *J. M.* and *E.* his wife, and *R. T.* and *S.* his wife, would, as of last Trinity term, or of or in some other subsequent terms, levy a fine *sur concesserunt*, of the hereditaments therein comprised, unto the said *R. T.* and his heirs, for and during the lives of the aforesaid *J. M.* *E.* his wife, and *S. T.* and the survivor of them, which it was thereby declared, should be and enure unto and to the use of the said *C. G.* and *T. W.* and their heirs, as to one undivided moiety or half part of and in the said hereditaments therein comprised, in trust, nevertheless, for such person or persons, and to and for such ends, intents, and purposes, and under and subject to such limitations, declarations, and agreements, as are limited, expressed, or declared, of and concerning the same, in and by a certain indenture of three parts, &c. and as to the other undivided moiety or half part of the same hereditaments, in trust, nevertheless, for such person, and to and for such ends, intents, and purposes, and under and subject to such powers, provisos, limitations, declarations, and agreements, as should be limited, expressed, and declared, of and concerning the same, in and by an indenture of settlement intended to be afterwards made, [meaning thereby these presents.] AND whereas the said

SETTLEMENT.

Indenture witnesseth.

Appointment
by husband and
wife, to uses
after mentioned.

master hath by his report, bearing date the — day of —, certified that he had perused, settled, and approved of these presents, and in testimony thereof had wrote his name on the last skin of the engrossment thereof. Now this Indenture witnesseth, that in pursuance and part performance of the proposal mentioned in the said report of the — day of — last, relating to the estates whereof or whereto the said R. T. and S. his wife, are seised, or to which he is entitled in her right, as aforesaid, and in consideration of the marriage already had between them, the same R. T. and S. his wife, as also for and in consideration of the settlement already made of the estates of the same R. T. for the benefit of the said S. T. and their issue, they the said R. T. and S. his wife, by virtue and in pursuance and execution of the powers or authorities so given or reserved to them in and by the said two several hereinbefore in part recited indentures of bargain and sale of the — day of — last, as aforesaid, and all and every other power and powers, authority and authorities, whatsoever, in them vested, or in any ways enabling them hereunto, have jointly, with the privity and approbation of the said C. G. late the guardian of the said S. T. testified by his being a party to, and sealing and delivering these presents, directed, limited, and appointed, and by these presents attested, by two credible persons whose names are intended to be herein indorsed as witnesses, attesting the same, do jointly direct, limit, and appoint, that as well all and every the said messuages, farms, lands, tenements, and hereditaments, situate and being in the said counties of — and —, which are comprised in the aforesaid first hereinbefore recited indenture of bargain and sale, of the — day of — last, and the common recovery suffered and executed in pursuance thereof, as aforesaid, as also all that the aforesaid

SETTLEMENT.

undivided moiety, or equal half part, (the whole into two equal parts to be divided,) of them the said *R. T.* and *S.* his wife, of and in the aforesaid freehold manor, messuages, lands, tenements, and hereditaments, in the said counties of — and —, which are comprised in the said indentures of bargain and sale, and recovery, as aforesaid, shall from henceforth go, and remain, and be; and the said indentures, &c. from henceforth be and enure, and be deemed, construed, and taken to be and enure as to the hereditaments therein respectively comprised, and the recoveror and recoverors in the said recoveries named, shall respectively stand seised of the same hereditaments, to, upon, and for the uses, trusts, ends, intents, and purposes, and with, under, and subject to the powers, provisos, limitations, declarations, and agreements, hereinafter mentioned, expressed, and declared, of or concerning the same. AND this Indenture also witnesseth, that in further pursuance and performance of the proposal mentioned in the said report of the — day of — last, relating to the estates of the said *R. T.* and *S.* his wife, and for the considerations aforesaid, and also for and in consideration of the sum of — of lawful, &c. by the said *C. G.* and *T. W.* to each of them, the said *R. T.* and *S.* his wife, in hand, at and before the sealing and delivering of these presents well and truly paid, the receipt whereof they the said *R. T.* and *S.* his wife, do hereby respectively acknowledge, they the said *R. T.* and *S.* his wife, with the privity and approbation of the said *C. G.* testified as aforesaid, have, and each of them hath granted, bargained, sold, released, and confirmed, and by these presents do, and each of them doth grant, bargain, sell, release, and confirm, unto the said *C. G.* and *T. W.* (in their actual possession now being, by virtue of a bargain and sale to them thereof, made by the said *R. T.* and

*Indenture further witnesseth.*Grant release,
&c. to trustees.

SETTLE-
MENT.

S. his wife, for 5s. consideration, by indenture bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession, and to their heirs,) all and singular the messuages, &c. comprised in the said hereinbefore in part recited indentures of lease and release of the — and — days of —, in the said first hereinbefore in part recited indentures of the — day of — last, and which consists of the several particulars, and are now called or known by the several names and descriptions following, (that is to say,) all that messuage, &c. and of and in all other the freehold messuages, farms, lands, tenements, and hereditaments, late of the said sir J. the father, deceased, situate and being in the parishes of — and —, in the said county of —, and at —, or —, in the county of —, and of and in all houses, out-houses, edifices, buildings, orchards, gardens, lands, meadows, pastures, and feedings, timbers, and other trees, woods, under-woods, heaths, ways, passages, waters, water-courses, commons, common of pasture, fishings, mines, quarries, courts-baron, perquisites and profits of courts, rents, fines, amerciements, royalties, franchises, rights, privileges, advantages, hereditaments, and appurtenances, whatsoever, to the said manor, messuages, farms, lands, tenements, rents, hereditaments, and premises, last hereinbefore described, belonging, or in any wise appertaining, or to or with the same, or any of them, or any part thereof, respectively, now or at any time heretofore held, used, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known, as part, parcel, or member thereof, or of any of them, or as belonging thereunto respectively, all which said manor and

hereditaments last hereinbefore described, are comprised in the said two hereinbefore in part recited indentures of bargain and sale of the — day of — last, and the several recoveries suffered and executed in pursuance thereof, as aforesaid, and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits, of all and singular the said hereditaments hereby granted and released, or mentioned, or intended so to be, and all the estate, right, title, interest, use, trusts, possession, property, claim, and demand, whatsoever, at law or in equity, of them the said *R. T.* party hereto, and *S.* his wife, of, in, and to the same, and every part and parcel thereof. To

SETTLEMENT.

Habendum.

HAVE AND TO HOLD the said messuages, lands, tenements, rents, and hereditaments, and moiety of the said manor, messuages, lands, tenements, and hereditaments, and all and singular other the premises hereinbefore mentioned to be hereby granted and released, with their and every of their appurtenances, unto the said *G.* and *W.* and their heirs, to the uses, and upon the trusts, and to and for the ends, intents, and purposes, at, under, and subject to the powers, provisos, limitations, declarations, and agreements, hereinafter particularly limited, expressed, declared, and agreed upon, of and concerning the same, (that is to say,) to the use of the said *R. T.* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, and from and after the determination of the said estate, so limited to the same *R. T.* by forfeiture, or otherwise, in his life time, to the use of the said *G.* and *W.* and their heirs, during the natural life of the same *R. T.* upon trust, to preserve the contingent remainders hereinafter limited, from being defeated or destroyed, and for that purpose to make entries, and bring actions, as the case shall require, but nevertheless to permit and suffer the

To the use of husband for life.

Trustees to preserve, &c.

SETTLEMENT.

To wife for
life.

To trustees for
term of —
years, upon
trusts after
mentioned.

First and other
sons in tail
male.

said *R. T.* and his assigns, during his life, to receive and take the rents, issues, and profits, of the said messuages, farms, lands, tenements, and hereditaments, to and for his and their own uses and benefit, and from and immediately after his decease, to the use of the said *S. T.* and her assigns, [same limitations to her, and then to trustees, as the last to husband,] and from and immediately after the decease of the survivor of them, the said *R. T.* and *S. T.* to the use of the afore said *T. C.* and *A. H.* their executors, administrators, and assigns, for and during, and unto the full end and term of — years from thence next ensuing, and fully to be complete and ended without impeachment of, or for any manner of waste, upon the several trusts, and to and for the several ends, intents, and purposes, and under and subject to the provisos and agreements hereinafter mentioned, expressed, and declared, of and concerning the same, and from and after the end, expiration, or other sooner determination of the said term of — years, and, in the mean time, subject thereto, and to the trusts thereof, to the use and behoof of the first son of the body of the said *R. T.* on the body of the said *S.* his wife begotten, or to be begotten, and the heirs male of such first son lawfully issuing, and in default of such issue, then to the use of the second, third, fourth, fifth, and all and every other the son and sons of the body of the said *R. T.* on the body of the said *S. T.* begotten, or to be begotten, severally, successively, and in remainder, one after another, as they and every of them shall be, in seniority of age, and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons and the heirs male of his body issuing, being always to be preferred and taken before the younger of such sons, and the heirs

male of his and their body and bodies issuing, and for default of such issue, then to the use of all and every the daughter and daughters of the body of the said *R. T.* on the body of the said *S.* his wife begotten, or to be begotten, equally to be divided between and amongst them, (if more than one, share and share alike,) as tenants in common, and not as joint-tenants, and of the several and respective heirs of the body and bodies of all and every such daughter and daughters lawfully issuing; and in case any of the said daughters shall happen to die without issue of her or their body or bodies, then as to the share or shares of her or them so dying without issue, to the use of the survivors or survivor, or others or other of them, to be equally divided between and amongst them, (if more than one, share and share alike,) as tenants in common, and not as joint-tenants, and of the several and respective heirs of the body and bodies of such survivors, or such other or others of them, lawfully issuing; and in case all such daughters but one shall happen to die without issue of her or their body or bodies, or if there shall happen to be but one such daughter, then to the use of such one surviving or only daughter, and the heirs of her body lawfully issuing, and for default of such issue to the use of the first son of the body of the said *S. T.* by any after taken husband or husbands to be begotten, severally, successively, and in remainder, [same limitations to these children as to *T. H.*] and for default of such issue, to the use of the said *E. M.* and her assigns, for and during the term of her natural life, without impeachment of or for any manner of waste, and from and after the determination of that estate by forfeiture or otherwise, in her life time, to the use of the said *C. G.* and *T. W.* and their heirs, during the natural life of the said *E. M.* upon trust to preserve the contingent remainders herein-

SETTLEMENT.

To daughters as tenants in common, in tail general.

Remainder to the first son of wife's, by any future husband.

Remainder to others for life, &c held in same manner.

SETTLEMENT.

Remainder to
wife in fee.

Declaration of
uses of term of
— years, to
raise portions
for younger
children.

after limited from being destroyed, and for that purpose to make entries, and bring actions, as the case shall require, but, nevertheless, to permit and suffer the said *E. M.* and her assigns, during her life, to receive and take the rents, issues, and profits, of the said messuages, lands, tenements, moiety, and hereditaments, hereinbefore mentioned to be hereby limited and appointed, granted and released, to and for her and their own use and benefit, and from and immediately after the decease of her the said *E. M.* then to the use of the first son, [same limitations here to the children of the said *E. M.* by her present husband, and any future husband, as is made to the children of *S.* before set out,] and for default of such issue, to the use and behoof of the said *S. T.* her heirs and assigns, for ever; and as to, for, and concerning the said term of — years hereinbefore limited to the said *T. S.* and *A. H.* their executors, administrators, and assigns, it is hereby declared and agreed, by and between all the said parties to these presents, that the same is so limited to them, upon the trusts, and under and subject to the provisos and agreements hereinafter mentioned, expressed, and declared, of and concerning the same; (that is to say,) if there shall be any child or children of the said *R. T.* on the body of the said *S.* his wife begotten, or to be begotten, not being an eldest or only son, then upon the trusts, that they the said *T. C.* and *A. H.* and the survivor of them, his executors, administrators, and assigns, do and shall, by demise, sale, or mortgage of all or any part of the said messuages, lands, tenements, moiety, and hereditaments hereinbefore mentioned to be hereby limited and appointed, granted and released, for all or any part of the said term of — years, or by and out of the rents, issues, and profits thereof, or by such other ways and means as to them, or the survivor of them, his

executors, administrators, or assigns, shall seem meet, either in the life time of the said *R. T.* if he shall, by any writing or writings, signed with his hands, order and direct, or otherwise, after his decease, but subject, nevertheless, and without prejudice to the life estate of the said *S. T.* therein, raise, levy, or borrow, and take up, at interest, the sum of —, of lawful, &c. as a portion or portions for all and every such child or children, other than and besides an eldest or only son, in satisfaction, and as far as such sum will extend, of the sum of —, or —, or —, as the case may happen to be, which it may become necessary to raise, by virtue of, and under the trusts of the said term of — years limited to the said *T. C.* and *A. H.* their executors, administrators, and assigns, in and by the said hereinbefore mentioned recited settlement of the — day of —, for raising portions for a younger child, or younger children of the said *R. T.* by the said *S.* his wife; and do and shall pay the same sum of —, in manner following, (that is to say,) if there shall be but one such child, not being an eldest or only son, then — in part of the said sum of —, to such one child, be the same a son or daughter, and to be payable and paid at such day or time as the said *R. T.* shall, by any deed or writing, to be sealed and delivered by him in the presence of, and attested by two or more credible witnesses, with or without power of revocation, or by his last will and testament, in writing, to be signed by him in presence of, and attested by three or more credible witnesses, direct or appoint, but subject, nevertheless, and without prejudice to the life estate of the said *S. T.* therein; and in default of such direction or appointment, then to be paid to such child, being a son, at his age of — years, or the same, or any part thereof, to be soon advanced and applied for his preferment or advancement in the world,

SETTLE-
MENT.

SETTLEMENT.

if the said trustees, or the survivor of them, his executors, administrators, and assigns, shall so think fit, and to such child, being a daughter, at her age of — years, or day of marriage, which shall first happen, provided such times of payment shall happen after the decease of the survivor of them, the said *R. T.* and *S.* his wife; but if such son shall attain the age of — years, or such daughter shall attain the said age of — years, or be married in the life of the said *R. T.* then the said portion, or so much thereof as shall not have been raised or applied for the preferment or advancement of such son, as aforesaid, to be paid within three calendar months next after the decease of the survivor of them, the said *R. T.* and *S.* his wife, with interest for the same, from the death of such survivor, at the rate of £ — for £ —, for a year, and if there shall be only two such children, not being either of them an eldest or only son, then to pay the said sum of —, in part of the said sum of —, of such lawful money as aforesaid, for the portion of such two children, or if there shall be three or more such children, not being any of them an eldest or only son, then to pay the said sum of —, in part of the said sum of —, of like lawful money, for the portion of such three or more children, and the said sum of —, part of the said sum of —, or —, as the case shall happen, for the portions of all the said children, to go and be paid to such children, not being an eldest or only son, at such time or times, and in such parts shares, and manner, and with and subject to such provisos, conditions over, such limitations over being for the benefit of some or one of them, as the said *R. T.* by any deed or deeds, with or without power of revocation to be by him sealed and delivered in the presence of, and attested by two or more credible witnesses, or by his last will

and testament, in writing, to be signed by him in the presence of, and attested by three or more credible witnesses, shall direct or appoint, but subject and without prejudice to the life estate of her the said *S. T.* therein, and in default of any such direction or appointment, then the said sum of —, in part of the said sum of —, or —, for the portions of the said second, third, or more children, not being any of them an eldest or only son, to be equally divided between or amongst them, share and share alike, at the time following, viz. the portion of such of them as shall be a younger son to be paid, &c. [*same direction here in regard to the payment of the —, as is inserted in the recited settlement, with the same provision, &c. in every respect, except this being limited to be paid after the death of the survivor, instead of after the death of T. as in that settlement, and execute the following instead of the proviso therein mentioned.*]

SETTLEMENT.

Provided always, and it is hereby agreed and declared, by and between all the said parties to these presents, that as the said portion or portions by the said in part recited indenture of settlement of the — day of —, provided for the younger children of the said *R. T.* and *S.* his wife, or some part or parts thereof may happen to have been raised in the life time of the said *S. T.* by and under the trusts of the said term of — years, then in such case they the said *T. C.* and *A. H.* or the survivor of them, his executors, administrators, or assigns, shall and do, immediately after the decease of the said *S. T.* raise and pay by and under the trusts of the said term of — years, hereinbefore limited to them, as aforesaid; and pay unto the person or persons who for the time being shall be entitled to the reversion and inheritance of the said estates, comprised in the said term of — years, except upon the deter-

Proviso as to portions raised in the lifetime of husband.

**SETTLE-
MENT.**

mination of such term, all and every such sum and sums of money, not exceeding in the whole the sum of —, as shall have been so raised in the life time of the said *S. T.* under and by virtue of the said trust term of — years, together with interest for the same, at and after the rate of £— for every £— thereof, from the decease of her the said *S. T.* it being the intention of all the said parties hereto, and agreeable and conformable to the said in part recited report and order of the — and — days of — last, that the said term of — years hereinbefore limited to the said *T. C.* and *A. H.* as aforesaid, and the said sum of —, to be raised under the trusts thereof, shall be got, deemed, and taken, so far as the same will extend in exoneration of the said term of — years, in and by the said in part recited indenture of settlement of the — day of —, limited to them the said *T. C.* and *A. H.* as aforesaid, for raising the said sum of — or —, as the case may happen, for the portion or portions of any younger child or children of them the said *R. T.* and *S.* his wife, [proviso that when trusts of term fulfilled, and costs of trustees paid, the said term to cease.] PROVIDED always, and it is hereby declared and agreed, by and between all the said parties hereto, that it shall and may be lawful to and for the said *S. T.* notwithstanding her coverture, and whether coverture or sole, at any time or times immediately after the execution of these presents, during her life, by any deed or deeds, writing or writings, under her hand, and sealed and attested by two or more credible witnesses, or by her last will and testament, in writing, or any writing purporting to be, or in the nature of her last will and testament, or a codicil thereto, to be signed and published by her in the presence of three or more credible witnesses, to charge and make chargeable all or any part of the said messuages, lands, tene-

Power for wife
to charge pre-
mises.

SETTLEMENT.

ments, and hereditaments, hereinbefore mentioned to be hereby limited and appointed, granted and released, with and for the payment of any sum or sums of money not exceeding in the whole the sum of —, to be paid and payable at any time or times, to any person or persons, and upon and for any trusts, intents, or purposes, whatsoever, and for securing the payment of the same sum of —, with interest for the same, after the rate of £— per cent. per annum, to make any demise or demises, grant or grants, by way of mortgage of the same hereditaments, so to be charged, for any number of years, to take effect from the making of such demise or demises, grant or grants, without impeachment of waste, so as the estate to be thereby created, be redeemable on full payment of the same sum of —, or so much thereof as shall be so charged, and the interest thereof by the person or persons who shall for the time being be entitled to the freehold or inheritance of the same hereditaments, to be so demised expectant on the determination of the term or terms so to be granted, any thing herein contained to the contrary thereof in any wise notwithstanding. PROVIDED also, *[power for T. the husband, to raise £—, which, with the £— in the funds, remainder of the £— applied in payment £— aforesaid, raised on the estate of T. H. make the clear sum of —, to be for his own use discharged from payment of £—, as was originally intended.]* PROVIDED also, and it is hereby declared, &c. that it shall be lawful for T. during his life, and after his decease, for the said S. his wife, in case she shall survive him, during his life, and after the several deceases of the said R. T. and S. his wife, then to and for the said G. and W. to grant leases for three lives, and — years.] PROVIDED also, and it is hereby declared and agreed, by and between the said parties to these presents, that it

Power for trustees to make partition, &c. on the estates of which the lady is seized in coparcenary.

SETTLEMENT.

Or to sell or
exchange the
settled pre-
mises.

shall and may be lawful, to and for the said *C. G.* and *W.* and the survivor of them, and his heirs, at any time or times during the joint lives of the said *R. T.* and *S.* his wife, and the life of the survivor of them, with the consent and approbation of them the said *R. T.* and *S.* his wife, or the survivor of them, to be testified by any writing or writings, under their, his, or her hand and seal, or hands and seals, to be attested by two or more credible witnesses, to make partition or division of the aforesaid manor, messuages, lands, tenements, and hereditaments, situate, lying, and being in the parishes of — and —, in the said county of —, and in the parish of —, in the county of —, whereof an undivided or half part is hereinbefore mentioned to be hereby limited and appointed, granted and released, or any part thereof, in severalty with any person or persons entitled to any undivided part or parts, share or shares, of the same manor and hereditaments, or to make sale and dispose of, or convey in exchange for, or in lieu of other manors, messuages, lands, tenements, and hereditaments, to be situate in that part of *Great-Britain* called —, all or any part of the said messuages, lands, tenements, moiety, and hereditaments, hereinbefore mentioned to be hereby limited and appointed, granted and released, to any person or persons, and his, her, or their heirs and assigns, respectively, either together or in parcels, for such price or prices, in money, or for such other equivalent in lands or hereditaments, and money, as to them the said *C. G.* and *T. W.* or the survivor of them, or his heirs, shall seem meet, and upon payment of the money arising by sale of the same messuages, lands, tenements, moiety, and hereditaments, or any part or parts thereof, to the said *C. G.* and *T. W.* or the survivor of them, or the heirs, executors, or administrators, of such

SETTLE-
MENT.

survivor, the receipts of them the said C. G. and T. W. or the survivor of them, his heirs, executors, or administrators, shall, from time to time, be a good and sufficient discharge and discharges to such purchaser or purchasers for the purchase-money for which the same messuages, lands, tenements, moiety, and hereditaments, or any part or parts thereof shall be so sold, or so much thereof as in such receipt or receipts shall be expressed or acknowledged to be received, and such purchaser or purchasers, and his, her, and their heirs, executors, administrators, and assigns, shall not afterwards be obliged to see to the application of the same purchase-moneys, and shall not be answerable or accountable for any loss, misapplication, or non-application, of the same, or any part thereof: and when all or any part of the said messuages, lands, tenements, moiety, and hereditaments, hereinbefore mentioned to be hereby limited and appointed, granted and released, shall be sold for a valuable consideration in money, and any conveyances shall be thereof made and executed to any purchaser or purchasers, or other person or persons, in virtue of these presents, and such receipts shall be given for the purchase-money, as aforesaid; and also when all or any part of the same messuages, lands, tenements, moiety, and hereditaments, shall be disposed of, or conveyed upon a partition or division, or in exchange for, or in lieu of any other manors, messuages, lands, tenements, moiety, and hereditaments, as aforesaid, and the fee simple and inheritance of such last mentioned hereditaments, shall be well vested in them the said C. G. and T. W. or the survivor of them, or his heirs, all and every person or persons to whom any partition or division, sale, conveyances, or exchange of the said messuages, lands, tenements, moiety, and hereditaments, hereby limited and appointed, granted

**SETTLE-
MENT.**

and released, as aforesaid, or of any part thereof, shall have been made, and the respective heirs and assigns of such person or persons, shall and may have, hold, and enjoy the same messuages, lands, tenements, moiety, and hereditaments, or any part or parts thereof, by them respectively taken, upon such partition or division, purchased, or had in exchange, freed and absolutely discharged of and from all and every the uses, estates, trusts, limitations, powers, provisos, declarations, and agreements, hereinbefore limited, expressed, and declared, of and concerning the same, (save and except such charges and grants, or demises, as may be made by the said R. T. and S. his wife, in pursuance of the power hereby given to them in that behalf, as aforesaid, and also save and except such leases or demises, for lives or years, as may be made by the said R. T. and S. his wife, C. G. and T. or the survivor of them, or his heirs, in pursuance of the powers hereinbefore reserved to them respectively, for that purpose, as aforesaid,)

Purchase money of premises sold, to be invested in the purchase of other lands, &c.

Provided, nevertheless, and it is hereby further declared and agreed, that when all or any part or parcel of the said messuages, lands, tenements, moiety, and hereditaments, hereby made saleable as aforesaid, shall be sold in pursuance of these presents, all and every the sum and sums of money which shall arise by such sale or sales, shall, with all convenient speed, be laid out and disposed of, by them the said C. G. and T. or the survivor of them, or his heirs, executors, administrators, or assigns, with such consent and approbation as aforesaid, and be vested in the purchase of other freehold manors, messuages, lands, tenements, moiety, and hereditaments, which may lie near thereto, and be convenient to be purchased therewith, in fee simple, in possession, free from incumbrances, to be situated, lying, and being, or arising, in that part of *Great Britain* called

England, of equal or greater value than the messuages, lands, tenements, moiety and hereditaments, which shall have been so sold or conveyed as aforesaid, and as well the manors, messuages, lands, tenements and hereditaments so to be purchased, as those to be taken upon partition, or division, or in exchange as aforesaid, shall be settled, conveyed, and assured to such and the same uses, upon such and the same trusts, and to ~~and for~~ such and the same ends, intents, and purposes, and under and subject to such and the same powers, provisos, limitations, declarations and agreements, as are in and by these presents limited, expressed, and declared, of and concerning the said messuages, lands, tenements, moiety and hereditaments hereinbefore mentioned to be hereby limited and appointed, granted and released as aforesaid, or as near thereto as the deaths of persons and other contingences will admit of.

SETTLEMENT.

To be settled to the same uses.

AND it is hereby further declared and agreed, by and between all the said parties to these presents, that in the mean time, and until the money arising by such sale or sales as aforesaid, shall be invested in a purchase or purchases as aforesaid, it shall and may be lawful, to and for the said C. G. and T. W. and the survivor of them, his executors and administrators, by and with the consent and approbation of the said R. T. and S. his wife, or the survivor of them, testified as aforesaid, in case they or either of them shall then happen to be living, and if they shall be then dead, by and of the proper authority of them the said C. G. and T. W. or the survivor of them, his heirs, executors and administrators, to place out such sum or sums of money at interest in their or his names or name, either in the public stocks or funds, or in government or upon real securities, and also with such consent and approbation as or of their or his own proper authority, as the case shall happen, from

Till new purchase made, money to be placed out on securities.

SETTLE-
MENT.

Power to fill
up new trust
secs.

time to time to call in the principal money so as aforefaid placed out, and to lay out and invest the monies thereby arising in or upon such new or other stocks, funds, or securities of the same or the like nature, as they shall think proper; and the interest, dividends, and annual produce arising from such stocks, funds, or securities, until such purchase or purchases shall be made as aforefaid, shall go and be paid and applied to such person or persons, to and for such uses, intents, and purposes, and in such manner as the rents and profits of the said manor, &c. so as aforefaid hereinbefore directed to be sold, would go and be payable or applicable, in case such purchase or purchases was or were then actually made. AND it is hereby further declared and agreed, by and between the said parties to these presents, that if the said C. G. and T. W. T. C. and A. H., or any of them, shall at any time or times hereafter, during the natural lives or life of the said R. T. and S. his wife, or the survivor of them, or within the space of ——— years, to commence and be computed from the time of the death of such survivor, happen to die, or desire to quit and be discharged, of and from the aforefaid trusts hereby in them respectively reposed, then and so often it shall and may be lawful, to and for the remaining and others of the said trustees, by any deed or deeds, writing or writings, under their or his respective hands and seals, or hand and seal, attested by two or more credible witnesses, from time to time, and as often as by such deaths or resignations of the said trustees it shall become necessary or convenient, to nominate and appoint, by and with the consent of the said R. T. and S. his wife, or the survivor of them, his or her executors or administrators, testified by some writing, signed by them, him, or such other person or persons as to them respectively shall seem meet

SETTLEMENT.

to be trustee or trustees, to act in all and singular the aforesaid several and respective trusts, in and by these presents reposed in the several trustees hereby appointed, in the room or place of the trustees or trustee so dying, or desiring to be discharged from the said trusts, it shall and may be lawful to and for him and them to limit, appoint and convey, resign, release, assign and give up, his and their trusts, estates, and interest in the said hereditaments and premises hereinbefore mentioned to be hereby limited, appointed, granted and released, or in the hereditaments, funds, and securities which shall and may in lieu thereof, or otherwise by virtue of the trusts aforesaid, or any of them, become vested in them the said trustees or trustee; and such new trustees or trustee so to be appointed as aforesaid, and all and every other new trustees and trustee to become interested therein, together with the former trustees or trustee (other than such as shall have desired to be discharged, and who shall have resigned, released, assigned, and relinquished his and their trusts, estates, and interest as aforesaid) shall in like manner have free power and authority, as often as it shall be necessary or requisite, with such consent, to be testified as aforesaid, to nominate or appoint any other person or persons to succeed in the said trusts, and to stand and be a trustee or trustees for the purposes aforesaid, in the room and stead of any former trustee or trustees so dying, or desiring to be discharged from the aforesaid trusts.

AND it is hereby declared, that from and after every such nomination and appointment, all such acts, deeds, matters and things shall be done, executed and performed, as shall be necessary or advisable for vesting the said several hereditaments hereby limited and appointed, granted and released, or intended so to be, and all and singular the stocks, funds, securities, and monies,

Declaration
that new trustees shall be
possest, &c.
upon the trusts
hereof.

SETTLEMENT.

Provisos of indemnity to the trustees.

which shall from time to time be and remain vested in the trustees for the time being thereof, upon any of the trusts aforesaid, as well in the remaining trustee or trustees, as in the new trustee or trustees so to be nominated as aforesaid, so that such remaining trustee or trustees, together with the said new trustee or trustees, shall become jointly seised and possessed of, or interested in the same premises, respectively, To the uses, upon the trusts, and for the intents and purposes, and subject to the provisos, powers, declarations, and agreements hereinbefore expressed and declared of and concerning the same hereditaments and premises, respectively, or such of them as shall be then existing undetermined, and capable of taking effect, or being performed, or as near thereto as may be: Provided always, and it is hereby declared and agreed, by and between the said parties to these presents, that the several trustees, in and by these presents nominated and appointed, and such new trustee or trustees as shall hereafter be nominated and appointed, by virtue of the declaration and agreement for that purpose next hereinbefore contained, and each of them, their, and each of their heirs, executors, administrators, and assigns, shall be charged and chargeable only for such monies as they, or either of them, shall have respectively actually received, by virtue of the trusts hereby in them respectively reposed, and any one or more of them, shall not be answerable or accountable for the others or other of them, or for the acts, deeds, receipts, or defaults of the others or other of them, but each and every of them only for his own acts, &c. nor shall they, or any of them, be answerable or accountable for any person or persons acting under or employed by them, or any of them, in the receipt, payment, or management of any of the said trust-monies, premises, nor for any bank, banker, goldsmith, broker, or other

SETTLEMENT.

person, with whom, or in whose hands any part of the trust-monies shall or may be deposited or lodged for safe custody; neither shall they the said trustees, or any of them, be answerable or accountable, charged or chargeable for or with any loss or damage which may happen by reason of any insufficiency or defect of title, in any manors, lands, tenements, or hereditaments, to be purchased with the said trust-monies, or any part thereof, or to be had or received upon partition, or by way of exchange, for or in lieu of all or any part of the messuages, lands and tenements, moiety and hereditaments, hereby limited and appointed, granted and released, nor for the insufficiency or defect of title, in any manors, lands, tenements, or hereditaments, to be purchased with the said trust-monies, or any part thereof, or to be had or received upon partition, or by way of exchange, for or in lieu of all or any part of the messuages, lands, and tenements, moiety, and hereditaments, hereby limited and appointed, granted and released, nor for the insufficiency or deficiency of any security or securities, stocks or principal monies, in or upon which the said trust-monies, or any part thereof, shall or may be placed out, or invested, nor for any other misfortune, loss, or damage, which may happen in the execution of any of the aforesaid trusts, or in relation thereto, except the same shall happen for or through their own wilful defaults, respectively: And also that they the said *G. G. T. W. T. C.* and *A. H.* and every of them, their, and every of their respective heirs, executors, administrators, and assigns, shall and may respectively, by and out of the monies which shall come to their respective hands, by virtue of the trusts aforesaid, retain to and reimburse himself and themselves, respectively, and also shall and may, out of such monies, allow to his, and their co-trustee and co-trustees, all costs, charges,

SETTLEMENT.

Indenture further witnesseth,

Covenant by husband and wife to surrender moiety of copyholds.

damages, and expenses which they, or any of them, shall and may respectively sustain, expend, or be put unto, in or about the execution of the trusts hereby in them reposed, or any of them, or for or on account of any matter, cause, or thing whatsoever, in any wise relating thereto, the allowance of which costs shall be regulated as between solicitor and client, and not as between party and party: And this indenture further witnesseth, that in pursuance of the said proposal, relating to the copyhold estate heretofore of the said sir *J. F.* the father, and for and in consideration of the said marriage between the said *R. T.* and *S.* his wife, it is hereby mutually agreed and declared, by and between all the said parties to these presents, and particularly the said *R. T.* doth hereby, for himself, his heirs, executors, and administrators, and for the said *S.* his wife, and her heirs, covenant, promise and agree, to and with the said *C. G.* and *T. W.* and their heirs, in manner following, (that is to say,) that the said *R. T.* and *S.* his wife, and all others, claiming or to claim, by, from, or under, or in trust for them, or either of them, shall and will, at the next or some other court-baron, or customary court, that shall be holden in and for the honour and manor of —, in the county of —, by one or more common recovery or recoveries, according to the custom of the said honour and manor, and such other good and sufficient common assurances in the law as the said *G.* and *W.* or the survivor of them, or his heirs, or his or their counsel, learned in the law, shall advise or direct, surrender or assure all that one undivided moiety or half part, (the whole into two equal parts to be divided,) of them the said *R. T.* and *S.* his wife, of and in the aforesaid copyhold or customary messuages, cottages, lands, tenements, and

hereditaments, situate, lying, and being in the said county of —, holden of the said honour and manor of —, in the said county of —, heretofore the estate of sir *J. F.* the father, to such and the same uses, intents, and purposes, and under and subject to such and the same powers, provisions, limitations, declarations, and agreements, as are hereinbefore limited, expressed, and declared, of and concerning the freehold premises, lands, tenements, moiety, and hereditaments, hereinbefore mentioned to be hereby limited and appointed, granted and released, or as near thereto as the nature of the same copyhold or customary hereditaments will admit; and further, that they the said *R. T.* and *S.* his wife, shall and will, as soon as conveniently may be, make, do, and execute all such acts, deeds, conveyances, and assurances in the law whatsoever, as counsel shall advise and think necessary for effectually barring and destroying the estate tail, which she the said *S. T.* shall be entitled to, of and in the manors, &c. which shall be purchased with the monies arising by sale of the said £ — a year exchequer —, and all remainders and reversions, expectant and appendant to the said estate tail, and for conveying, settling, &c. the same manors, and hereditaments to or upon, and for such and the same uses, trusts, &c. or such and so many of them as shall be then existing, undetermined, and capable of taking effect: And this indenture further witnesseth, that, in pursuance of the aforesaid proposal, relating to the leasehold estate heretofore of sir *J. F.* and for the consideration aforesaid, it is declared and agreed, by and between the said parties to these presents, and the true intent and meaning of them, and of these presents, is and are, that the said *C. G.* and *T. W.* and their heirs, shall, from henceforth, stand and be seised of the undivided moiety or half part of them the said *R. T.* and *S.*

SETTLEMENT.
—————

To the uses of
the freehold
premises.

And will bar
intails.

Indenture fur-
ther witnesseth.

SETTLE-
MENT.

his wife, of and in the site and capital messuage of the said manor of —, and of the rectory of —, and all other the messuages, &c. comprised in the said lease of, &c. (the intirety whereof by the hereinbefore recited indenture of lease, of —, and fine, *sur concesserunt*, are released and conveyed) unto and to the use of C.G. and T.W. and their heirs, during the lives of *cestui que vies*, named, and to be named, in the said lease, but subject to the rents and pensions, &c. reserved, and to be reserved, in respect thereof, as aforesaid: upon such and the same trusts, &c. or as near thereto as the nature and tenure of the said leasehold premises, and the rules of law and equity will permit, or such or so many of them as shall be capable of taking effect: And it is hereby particularly declared and agreed, that the said undivided moiety, or half part of the said R.T. and S. his wife, of and in the said site and capital messuage of the said manor of —, and of the rectory of —, and all other the messuages, &c. in the parish of —, comprised in the said lease of —, &c. shall, as well as the messuages, lands, tenements, moiety and hereditaments hereby limited and appointed, granted, and released, be subject and liable to the same powers of charging with £— and £— before given to said R.T. and S. his wife, and it is hereby declared and agreed, that it shall and may be lawful to and for the said C.G. and T.W. and the survivor of them, and his heirs, from time to time, to procure any new lease to be made of the hereditaments comprised in the said indenture of lease, &c. and to pay a moiety of the fine and other charges and expenses relating thereto, by and out of the rents and profits of the said moiety of the said R.T. and S. his wife, of and in the same leasehold premises, in case such moiety of the said fine, charges, and expenses shall not be otherwise

paid, and to surrender the lease for the time being of the same premises preparatory to such renewal, and they the said G. and W. and the survivor of them, and his heirs, shall stand seised of the said moiety of the said R. T. and S. his wife, of and in the same leasehold premises, for the lives of the *cestui que vies* to be named in such renewed lease respectively, upon such and the like trusts as are hereinbefore declared concerning the same moiety, during the lives of the *cestui que vies* named in the said indenture of lease of ———. And the said R. T. doth hereby for himself, his heirs, executors, and administrators, further covenant, promise and agree, to and with the said C. G. and T. W. their heirs, executors, and administrators, in manner following, (that is to say,) that the said R. T. shall and will, from time to time, during his life, pay, or cause to be paid, one moiety, or half part of the rents and profits, &c. by the present subsisting lease of the said leasehold premises, in the said present leases reserved and made payable, and by any future lease thereof, to be reserved and made payable, as, and when such rents and pensions shall become due and payable; and also shall and will, during his life, perform the covenants contained in the said lease, on the tenant's part, so far as the same relate to the said moiety of the said R. T. and S. his wife, of and in the hereditaments therein comprised; and also shall and will, from time to time, during his life, when and as often as any of the lives on the present subsisting lease of the said leasehold premises, shall happen to die, use his endeavours to procure a good and effectual lease to be made and executed by the Bishop of ———, for the time being, of the said leasehold premises, to said G. and W. or the survivor of them, and their or his heirs, for and during the life of some fit person; and such other of the

SETTLEMENT.

Covenant by husband to pay rents, &c. of leasehold premises.

And to procure renewals.

**SETTLE-
MENT.**

lives in the said present lease, as shall be then in being, and the life of the longer liver of them, at or under the like rents, covenants, and agreements as are in and by the present subsisting lease thereof reserved and contained, and from time to time, during the life of him the said *R. T.* when, and as often as any of the lives in such new lease, or any future lease, of the said leasehold premises shall happen to die, in like manner endeavour to procure a renewal of the then subsisting lease of the said premises, for the lives of three persons then in being, and the life of the longer liver of them, and that he, the said *R. T.* shall and will, from time to time, during his life, when any renewed lease, as aforesaid, shall be made and executed, of the said leasehold premises, pay, or cause to be paid, one moiety, or half part, of the fine for making and granting any such lease or leases of the same leasehold premises, and of the fees, costs, and charges relating thereto: AND WHEREAS, the estate tail which the aforesaid *E. M.* was intituled to, under, and by virtue of the first codicil to the will of the aforesaid sir *J. F.* the father, of and in his his aforesaid freehold, copyhold, and leasehold estates, and the remainders over, thereon expectant, or depending, have been barred, but the securities, stocks, funds, &c. of the said *E. M.* are liable by virtue of the said recited orders to be sold, and the money arising thereby laid out in the purchase of lands, to be settled upon the said *E. M.* in tail, with remainder to and upon such other uses and trusts as the same ought to be settled and limited, pursuant to the will and first recited codicil of the said sir *J. F.* the father. NOW THIS INDENTURE FURTHER WITNESSETH, and it is hereby mutually agreed, by and between, the said parties to these presents, particularly the said *R. T.* doth hereby for

Indenture fur-
ther witnesseth.

himself, his heirs, executors, and administrators covenant, promise, and agree to and with the said G. and W. and their heirs, and she, the said S. T. doth covenant and agree, that if the said E. M. shall happen to die without issue, in the life-time of her, the said S. T. and she shall become intitled in possession, to the lands, tenements, and hereditaments to be purchased with the monies arising by sale of the said securities, stocks, and funds, last mentioned then and in such case, that they the said R. T. and S. his wife, or she, the said S. alone, if she survives him, shall and will, as soon as may be after she the said S. shall be so intitled in possession as aforesaid, make, do, and execute all such acts, deeds, conveyances, and assurances in the law, as counsel shall advise, for effectually conveying, settling, and assigning the same lands, and tenements which shall be so purchased, as last hereinbefore is mentioned, to, and upon, and for such and so many of the uses, trusts, and under and subject to so many of the powers, provisos, limitations, declarations, and agreements in and by these presents limited, expressed, and declared of and concerning the lands, tenements, and hereditaments hereinbefore mentioned to be hereby limited, appointed, granted, and released, as shall be then existing undetermined, and capable of taking effect.

SETTLEMENT.

Covenant to settle future acquired estates upon the preceding uses,

AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said proposal relating to the estates, late of the said sir R. T. and S. his wife, it is hereby also mutually agreed by and between them the said R. T. and S. his wife, with the privity and approbation of the said C. G. and T. W. in manner following, (that is to say,) that if the aforesaid sum of £—, shall, at any time during the joint lives of the said R. T. and S. his wife, be raised, pursuant to

Indenture further witnesseth.

That if said sum of £— shall be raised, then a mo.e.y

SETTLEMENT.

of the interest
of the sum of
£—— shall be
paid to said S.
the wife, for
her separate
use.

And her estate
in — to be
discontinued.

to the directions of the will of the said sir J. F. and the aforefaid decree of, &c. then and in such case, one moiety of the interest of the said sum of £—— shall, from thenceforth during such joint lives, as aforefaid, be paid to the said S. T. to and for her sole and separate use and disposal, exclusive of the said R. T. her husband, according to the true intent and meaning of the will of the said sir J. F. and that in the mean time, and until the said sum of £—— shall be so raised as appointed, a moiety, or half part of the rents and profits of the aforefaid manor of ———, and ———, otherwise ———, and of all the messuages, cottages, lands, and hereditaments in ———, in the said county of ———, and of the messuages and premises in the city of ———, late the estate of the said sir J. F. and also a moiety of the interest and dividends of the aforefaid stock, &c. (all the personal property of S.) shall, from time to time, during the joint lives of the said R. T. and S. his wife, be paid to her, the said S. T. for her sole and separate use and disposal, exclusive of the said R. T. her husband; and likewise, that the estate tail which she the said S. T. will be intituled to, of and in one moiety of the same manors, messuages, cottages, lands, hereditaments, and premises in the said county of ———, and city of ———, or such of them as shall remain after raising the said sum of £——, or the estate tail which she will become and be intituled to, of and in a moiety of the lands, tenements, and hereditaments which shall be purchased with the money arising by sale of the £——, Bank Stock, as directed by the said will of the said sir J. F. if she is then living, shall not at any time, during the joint lives of the said R. T. and S. his wife, be without the consent of the said G. and W. or the survivor of them, or his heirs, testified by

some deed or deeds, writing, or writings, to be sealed and delivered by them, or him, in the presence of, and attested by, two or more credible witnesses, barred, discontinued, or destroyed; and the said *R. T.* doth hereby, for himself, his heirs, executors, and administrators, covenant, promise and agree to, and with the said *G. and W.* and their heirs, executors, and administrators, in manner following, (that is to say,) that he the said *R. T.* shall and will, at any time or times, and from time to time, during the joint lives of the said *R. T.* and *S.* his wife, upon the request of the said *G. and W.* or the survivor of them, or his heirs, executors, or administrators, but at the costs and charges of the said *R. T.* his executors, or administrators, do, and join in doing, or procuring to be done, all such acts, deeds, matters, and writings, as by the said *G. and W.* or the survivor of them, or his heirs, executors and administrators, or his, their, or any of their counsel shall be reasonably devised, or advised, and required, for effectually securing the payment of a moiety of the interest of the said sum of £——, in case, and when the same shall be raised to, the said *S. T.* for her sole separate use and disposal, during the joint lives, of her the said *S. T.* exclusive of him the said *R. T.* and in the mean time until the said sum of —— shall be raised, for effectually securing the payment of a moiety, or half part, of the rents and profits of the said manor of ——, and a moiety of the interest and dividends of, &c. to the said *S. T.* for her sole and separate use, during the joint lives of her, and the said *R. T.* and *S.* his wife; and further, that he the said *R. T.* shall not, nor will at any time during the joint lives of him and the said *S.* his wife, without such consent of the said *G. and W.* or the survivor of them, or his

SETTLEMENT.

Covenant by husband to concur in any acts necessary to effectuate the aforesaid purposes.

SETTLEMENT.

And that he will not join with his wife in barring estate tail.

Agreement that until the £— stock shall be laid out in stock, same may be lent upon securities of said premises.

heirs, as aforesaid, join, or concur with the said S. T. his wife, in levying any fine or fines, or suffering any common recovery, or recoveries, for barring, discontinuing, or destroying the estate tail, which the said S. T. hath or is intitled to, of and in a moiety of the said manor, messuages, &c. in the said county of ———, and city of ———, or any of them, or the estate tail which she may become and be intitled to, of and in a moiety of the land, &c. which shall be purchased with the money arising by sale of the £——, Bank Stock, or whereby, or in consequence whereof, the said estate tail, of or in the said manor, shall be barred or destroyed: And, lastly, it is hereby provided, agreed, and declared by, and between the said parties to these presents, that until the said £—— stock, shall be laid out in the purchase of lands, tenements, or hereditaments, &c. the said S. T.'s moiety of the said £——, shall be applied respectively as aforesaid, the same may be sold, and the produce thereof lent upon the security of the aforesaid freehold, copyhold, and leasehold estates of the said S. T. under the aforesaid powers given to her, the said S. T. of charging the same, or under one of the said powers, in case, and when the same powers, or either of them shall be executed, for raising the said several sums of £——, and £——, hereby authorised to be raised respectively, or either of the same sums, as far as such produce will extend. IN WITNESS, &c.

SETTLEMENT.

Marriage Settlement, with various and special Provisions, &c. as in the margin, the Wife being under age.

THIS INDENTURE, of five parts, made the — day of — in the — year of the reign of our Sovereign Lord George the — by the grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, and so forth, between the right honourable G. earl of — of the first part; the right honourable I. earl of — and the honourable I. L. of — in the county of —, esq. of the second part; the honourable C. L. of —, in the county of —, esq. and the reverend E. W. doctor of divinity, dean of the collegiate church of the Blessed Virgin Mary, of —, of the third part; the rev. E. C. doctor of laws, in the said county of —, and the reverend S. D. vicar of —, in the county of —, of the fourth part; and A. D. of —, spinster, of the fifth part: WHEREAS, a marriage is intended, by the grace of God, shortly hereafter to be had and solemnized between the said G. earl of —, and the said A. D.; now this indenture witnesseth, that, in consideration of the said intended marriage, and of the sum of — pounds of lawful money of Great Britain (being part of the fortune or portion of the said A. D.) in hand paid to the said earl of —, by the said E. W. at, or immediately before the sealing and delivery of these presents, the receipt whereof the said earl of — doth hereby acknowledge, and thereof and of every part thereof, doth acquit, exonerate, and discharge the said E. W. his executors and administrators; and in consideration of the rest of the fortune or portion of the said A. D. which is to be settled and disposed of upon certain trusts, and

Parties.

Recital of marriage intended.

It is witnessed that in consideration thereof, &c.

SETTLEMENT.

And in consideration of —
to him the
said earl of —
&c.

Transfer.

for certain purposes, as hereinafter is mentioned and agreed, and for making a jointure and provision for the said *A. D.* in case she shall survive her intended husband, in lieu and recompense of and for her right and title of dower, and making provision for the issue of the said intended marriage, and for settling and assuring the manor, messuages, lands, tenements, and hereditaments hereinafter mentioned, to the several and respective uses, upon the trusts, and under the provisions and agreements hereinafter declared concerning the same premises, and also in consideration of —, a piece of like lawful money, to him, the said earl of —, in hand paid by the said *I.* earl of —, and *I. L.* the receipt whereof is hereby also acknowledged, he, the said *G.* earl of —, hath granted, released, and confirmed, and by these presents doth grant, release, and confirm unto the said *I.* earl of —, and *I. L.* (in their actual possession now being, by virtue of a bargain and sale thereof to them made by the said *G.* earl of —, for one whole year, by indenture bearing date the day next before the day of the date of these presents, and executed before these presents, and by force of the statute for transferring of uses into possession,) and to their heirs, all that, the manor or lordship, or reputed manor or lordship, of —, in the county of —, with all and singular the rights, members, and appurtenances thereof, and all that the manor-house, or capital messuage, of —, aforesaid, with the appurtenances, and all and singular the messuages, houses, cottages, edifices, buildings, barns, stables, dove-houses, gardens, orchard, yards, back-sides, lands, tenements, meadows, pastures, closes, feedings, woods, underwoods, commons, rents, revenues, services, royalties, liberties, privileges, profits, commodities, and hereditaments whatsoever, with their

SETTLE-
MENT.

and every of their appurtenances to the said manor or lordship, reputed manor or lordship, and premises, and every or any of them, or any part or parcel thereof belonging, or in anywise appertaining, or therewith, or with any part or parcel thereof, now, or at any time heretofore, letten, used, occupied, or enjoyed, or accepted, reputed, or known as part, parcel, or member thereof, or any part thereof, situate, lying, and being, or to be had, received, or taken out of, or in the towns, fields, parishes, hamlets, circuits, or precincts of — and —, and in every or any of them in the said county of —; and also all and singular the messuages tenements, cottages, rectories, advowsons, lands, tithes, woods, tenements, and hereditaments hereinafter particularly mentioned, situate, lying and being in the several towns, fields, parishes, hamlets, circuits, and precincts of — and —, afore-said; (that is to say) the three closes now or late in the possession of the said G. earl of —, one whereof lieth before the gate of the said capital messuage or tenement, the others are commonly called by the several names of, &c. and also all &c. and all manner of woods and underwoods, trees, hedge-rows, herbage, pannage, moulds, fences, freebords, profits, commodities, advantages, emoluments, and appurtenances to the said woods and wood-grounds, meadow and closes, and to every or any of them belonging or appertaining, and the soil and ground without the hedges of the premises, and all and singular the tithes of hay, and all other tithes whatsoever, renewing or yearly to increase or come of in or upon the said wood, wood-grounds, meadow closes, and premises, and the close or parcel of land called — wood and closes, or parcel of land commonly called or known by the several names of great pasture, — meadow, — close, and

Parcel.

SETTLE-
MENT.

——— meadow, and the several parcels of land called or known by the several names of, &c. all which premises are now, or late were, in the tenure or occupation of, &c. their under-tenants or assigns, and all that the rectory and church of ———, with the rights, members and appurtenances thereof, in the said county of ———, and all glebe lands, tenths, tithes, oblations, fruits, and profits whatsoever to the said rectory or church belonging and appertaining, and the advowson, donation, free disposition, and right of patronage of and to the said vicarage of ———, aforesaid, and all and singular other the manors or lordships, or reputed manors or lordships, messuages, lands, woods, rectories, advowsons, tythes, tenements, and hereditaments whatsoever of him the said G. earl of ———, or of any person or persons in trust for him, or whereof or wherein he hath any estate, or freehold, or inheritance in possession, reversion, remainder, or expectancy, lying and being, or to be received, had, or taken within the beforementioned several and respective parishes, towns and precincts of ——— and ———, or any of them, in the said county of ———, and all houses, outhouses, edifices, buildings, barns, stables, dove-cotes, gardens, orchards, yards, back-fides, commons, common of pasture, feedings, moors, marshes, wastes, waste-grounds, woods, underwoods, trees, mounds, fences, ways, waters, water-courses, courts leet, courts baron, views of frankpledge, perquisites and profits of courts, heriots, fines, amerciaments, goods and chattels of felons, fugitives, waives, estrays, deodands, chief-rents, quit-rents, and other rents, services, royalties, jurisdictions, franchises, liberties, privileges, easements, profits, commodities, emoluments, hereditaments and appurtenances whatsoever to the said manor or lordship, or reputed

SETTLE-
MENT.

manor or lordship, messuages and woods, rectory, advowsons, tithes, tenements and hereditaments hereinbefore mentioned, and intended to be hereby conveyed, or any of them, respectively belonging or appertaining, or therewith, or with any of them, or any part or parts of them held, used, occupied, or enjoyed, or reputed or taken as part, parcel, or member thereof, and also all those messuages, land, tenements and hereditaments, situate, lying and being within the parishes of ———, also ———, ——— Church, and — chapel, or some or one of them in the county of ———, and hereinafter particularly mentioned, (that is to say,) all that piece or parcel of ground, situate, lying, and being in the parish of Saint ———, ——— chapel, Christ Church ———, and the parish of ———, also ———, in the county of ———, or one of them, containing, by estimation, ——— acres, little more or less, on which said piece or parcel of ground, or some part thereof, are now standing, and being — messuages or tenements, and other premises, all which said several and respective messuages or tenements, and premises are demised by lease to *I. W.* esq. and *W. M.* gent. and all that field, close, or piece of ground heretofore called ——— close, containing, by estimation, ——— acres, situate, lying, and being in the said parishes of ———, otherwise ———, or in one of them, and also one small piece of ground or garden plot, formerly inclosed, lying in the said field, on which said field, close, or piece or parcel of ground, or some part thereof, are now standing, and being — messuages, houses, or tenements, and other erections and buildings, and which are demised to *C. B.* gent. and all, &c.
[more parcels] the dimensions of all which said

**SETTLE-
MENT.**

lives in the said present lease, as shall be then in being, and the life of the longer liver of them, at or under the like rents, covenants, and agreements as are in and by the present subsisting lease thereof reserved and contained, and from time to time, during the life of him the said *R. T.* when, and as often as any of the lives in such new lease, or any future lease, of the said leasehold premises shall happen to die, in like manner endeavour to procure a renewal of the then subsisting lease of the said premises, for the lives of three persons then in being, and the life of the longer liver of them, and that he, the said *R. T.* shall and will, from time to time, during his life, when any renewed lease, as aforesaid, shall be made and executed, of the said leasehold premises, pay, or cause to be paid, one moiety, or half part, of the fine for making and granting any such lease or leases of the same leasehold premises, and of the fees, costs, and charges relating thereto: AND WHEREAS, the estate tail which the aforesaid *E. M.* was intituled to, under, and by virtue of the first codicil to the will of the aforesaid sir *J. F.* the father, of and in his his aforesaid freehold, copyhold, and leasehold estates, and the remainders over, thereon expectant, or depending, have been barred, but the securities, stocks, funds, &c. of the said *E. M.* are liable by virtue of the said recited orders to be sold, and the money arising thereby laid out in the purchase of lands, to be settled upon the said *E. M.* in tail, with remainder to and upon such other uses and trusts as the same ought to be settled and limited, pursuant to the will and first recited codicil of the said sir *J. F.* the father. NOW THIS INDENTURE FURTHER WITNESSETH, and it is hereby mutually agreed, by and between, the said parties to these presents, particularly the said *R. T.* doth hereby for

Indenture further witnesseth.

himself, his heirs, executors, and administrators covenant, promise, and agree to and with the said *G. and W.* and their heirs, and she, the said *S. T.* doth covenant and agree, that if the said *E. M.* shall happen to die without issue, in the life-time of her, the said *S. T.* and she shall become intitled in possession, to the lands, tenements, and hereditaments to be purchased with the monies arising by sale of the said securities, stocks, and funds, last mentioned then and in such case, that they the said *R. T.* and *S.* his wife, or she, the said *S.* alone, if she survives him, shall and will, as soon as may be after she the said *S.* shall be so intitled in possession as aforesaid, make, do, and execute all such acts, deeds, conveyances, and assurances in the law, as counsel shall advise, for effectually conveying, settling, and assigning the same lands, and tenements which shall be so purchased, as last hereinbefore is mentioned, to, and upon, and for such and so many of the uses, trusts, and under and subject to so many of the powers, provisos, limitations, declarations, and agreements in and by these presents limited, expressed, and declared of and concerning the lands, tenements, and hereditaments hereinbefore mentioned to be hereby limited, appointed, granted, and released, as shall be then existing undetermined, and capable of taking effect.

SETTLEMENT.

Covenant to settle future acquired estates upon the preceding uses.

AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said proposal relating to the estates, late of the said *fir R. T.* and *S.* his wife, it is hereby also mutually agreed by and between them the said *R. T.* and *S.* his wife, with the privity and approbation of the said *C. G.* and *T. W.* in manner following, (that is to say,) that if the aforesaid sum of £—, shall, at any time during the joint lives of the said *R. T.* and *S.* his wife, be raised, pursuant to

Indenture further witnesseth.

That if said sum of £— shall be raised, then a mo.e.y

SETTLEMENT.

of the interest
of the sum of
£— shall be
paid to said S.
the wife, for
her separate
use.

And her estate
in — to be
discontinued.

to the directions of the will of the said sir J. F. and the aforesaid decree of, &c. then and in such case, one moiety of the interest of the said sum of £— shall, from thenceforth during such joint lives, as aforesaid, be paid to the said S. T. to and for her sole and separate use and disposal, exclusive of the said R. T. her husband, according to the true intent and meaning of the will of the said sir J. F. and that in the mean time, and until the said sum of £— shall be so raised as appointed, a moiety, or half part of the rents and profits of the aforesaid manor of —, and —, otherwise —, and of all the messuages, cottages, lands, and hereditaments in —, in the said county of —, and of the messuages and premises in the city of —, late the estate of the said sir J. F. and also a moiety of the interest and dividends of the aforesaid stock, &c. (all the personal property of S.) shall, from time to time, during the joint lives of the said R. T. and S. his wife, be paid to her, the said S. T. for her sole and separate use and disposal, exclusive of the said R. T. her husband; and likewise, that the estate tail which she the said S. T. will be intitled to, of and in one moiety of the same manors, messuages, cottages, lands, hereditaments, and premises in the said county of —, and city of —, or such of them as shall remain after raising the said sum of £—, or the estate tail which she will become and be intitled to, of and in a moiety of the lands, tenements, and hereditaments which shall be purchased with the money arising by sale of the £—, Bank Stock, as directed by the said will of the said sir J. F. if she is then living, shall not at any time, during the joint lives of the said R. T. and S. his wife, be without the consent of the said G. and W. or the survivor of them, or his heirs, testified by

some deed or deeds, writing, or writings, to be sealed and delivered by them, or him, in the presence of, and attested by, two or more credible witnesses, barred, discontinued, or destroyed; and the said *R. T.* doth hereby, for himself, his heirs, executors, and administrators, covenant, promise and agree to, and with the said *G. and W.* and their heirs, executors, and administrators, in manner following, (that is to say,) that he the said *R. T.* shall and will, at any time or times, and from time to time, during the joint lives of the said *R. T.* and *S.* his wife, upon the request of the said *G. and W.* or the survivor of them, or his heirs, executors, or administrators, but at the costs and charges of the said *R. T.* his executors, or administrators, do, and join in doing, or procuring to be done, all such acts, deeds, matters, and writings, as by the said *G. and W.* or the survivor of them, or his heirs, executors and administrators, or his, their, or any of their counsel shall be reasonably devised, or advised, and required, for effectually securing the payment of a moiety of the interest of the said sum of £——, in case, and when the same shall be raised to, the said *S. T.* for her sole separate use and disposal, during the joint lives, of her the said *S. T.* exclusive of him the said *R. T.* and in the mean time until the said sum of ——— shall be raised, for effectually securing the payment of a moiety, or half part, of the rents and profits of the said manor of ———, and a moiety of the interest and dividends of, &c. to the said *S. T.* for her sole and separate use, during the joint lives of her, and the said *R. T.* and *S.* his wife; and further, that he the said *R. T.* shall not, nor will at any time during the joint lives of him and the said *S.* his wife, without such consent of the said *G. and W.* or the survivor of them, or his

SETTLEMENT.

Covenant by husband to concur in any acts necessary to effectuate the aforesaid purposes.

**SETTLE
MENT.**

sixth, and all and every other the son and sons of the said *G.* earl of —, on the body of the said *A. D.* to be begotten, severally, successively, and in remainder, one after another, as they shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body or bodies of every such son and sons lawfully issuing, the elder of such sons, and the heirs male of his body being always preferred, and to take before the younger and the heirs male of his body, and for default of such issue to the use of the said *E. L.* and *I. D.* their executors, administrators, and assigns, for the term of — years from thence next ensuing, and fully to be complete and ended, without impeachment of waste upon the trusts, and to the intents and purposes hereinafter mentioned, touching the said term of — years, and from and after the determination of the said term of — years, and subject thereto, then to the use and behoof of the right heirs of the said *G.* earl of —, for ever. AND it is hereby declared and agreed, by and between all the parties to these presents, that the said term of — years is so limited to the said *I. L.* and *E. W.* their executors, administrators, and assigns, upon trust, for the better securing the said annuity or yearly rent of £—; and that if the said *A. D.* shall not, by and out of the said premises in or near —, also — chapel, and —, or elsewhere, in the said county of —, receive and be paid the said full yearly sum of £—, free from all taxes and reprisals as aforesaid, at the respective times hereinbefore appointed for payment of the same, that in such case it shall be lawful for the said *I. L.* and *E. W.* and the survivor of them, and the executors, administrators, and assigns of such survivor, by the rents and profits of the premises comprised within the said term of — years, after the decease of the said earl of —, or by mort-

Remainder to trustees for — years, without impeachment of waste.

Upon trusts hereinafter mentioned, touching the same.

Remainder to the said *G.* earl of —, for ever.

Trust of — years. Term declared.

gage or mortgages, sale or sales, of the same premises, or a competent part of them, for all or any part of the said term, raise and pay to the said *A. D.* from time to time, so much money yearly as will make up the money so by her received, by and out of the said premises, in the said county of —, the full sum of £ — a year, free from taxes and reprisals as aforesaid, and payable at the said four usual feasts; and after the decease of the said *A. D.* and all arrears of the said annuity or yearly rent (if any shall be) and the trustees' charges in the execution of their said trusts, and all sums of money which shall have been raised by mortgaging of the said term of — years for the purposes aforesaid paid and discharged, then the said term of — years as to all the said premises comprised in the said term, or as to so much thereof as shall not have been sold for the purposes aforesaid to cease and determine. AND it is hereby further agreed and declared, by and between all the parties to these presents, that the said term of — years is so limited to the said *I. L.* and *E. W.* their executors, administrators and assigns, upon the trusts, to the intents and purposes, and subject to the provisos and agreements following, (that is to say) upon trust, that in case the said *G.* earl of —, shall have an eldest, or only son, by the said *A. D.* his intended wife, and one or more younger, or other child or children, by her born in his lifetime, or in due time after his decease, that then the said *I. L.* and *E. W.* and the survivor of them, and the executors, administrators, and assigns, of such survivor, do and shall, out of the rents, issues, and profits of the premises, comprised within the said term of — years, or by mortgage or mortgages, sale or sales of the same premises, or a competent part of them, for all or any part of the said term, after the decease of the

SETTLEMENT.

Trust of the
— years.
Term declared.

SETTLE-
MENT.

saïd earl of —, but subject to the saïd annuity, or annual rent of —, and without doing prejudice thereto, or by all and every, or any of the saïd ways and means, raise and levy the sum of —, towards or in part of the fortune or fortunes, portion or portions, of such younger or other child or children, in case of an eldest or only son, to be equally divided between such child or children, other than an eldest or only son, if such other children shall be more than one, and if but one, then the whole to such one other child, provided always, that if any or either of such younger or other children (there being more than one) shall happen to die before his, her, or their portion or respective portions shall become due, by virtue of these presents, as hereinafter is mentioned, that in such case the portion or portions of such younger or other child or children so dying, shall go, become due, and be paid, to the survivors or survivor of such other child or children, at such time or times as his, her, or their original portion or portions shall become due and payable, and that such of the saïd term of — years is by all the parties hereto agreed and declared to be, that if there shall be no issue male of the saïd G. earl of —, upon the body of the saïd A. D. to be begotten, or there being issue male between them, and such issue male shall happen to die before any of them shall attain the age of twenty-one years, without issue male of any of their bodies lawfully begotten, and there shall be one or more daughter or daughters of the saïd G. earl of —, on the body of the saïd A. D. his intended wife to be begotten, born in the lifetime of the saïd earl, or in due time after his decease, then, and in such case, the saïd E. L. and I. D. and the survivor of them, and the executors and administrators of such survivor, shall and may, by and out of the rents, issues, and profits, of the premises comprised

SETTLE-
MENT.

within the said term of — years, or by mortgage or mortgages, sale or sales, of the same premises, or of a competent part of them, for all or any of the said term, after the decease of the said G. earl of —, but subject to the said annuity or yearly rent of —, and without doing prejudice thereto, or by all or any of the said ways and means, raise and levy the sum of —, toward or in part of the fortune or fortunes, portion or portions, of such daughter or daughters, to be equally divided between such daughters (if more than one); and if there shall be only one such daughter, then the whole for such one daughter; Provided that if any or either of such daughters shall happen to die before her or their portion or respective portions shall become due, by virtue of these presents, as hereinafter is mentioned, that in such case the portion or portions of such daughter or daughters so dying, shall go, become due, and be paid to the survivors or survivor of such daughter, at such time or times, as her or their original portion or portions shall become due and payable; Provided always, that it shall and may be lawful for the said G. earl of —, at any time or times, and from time to time, as he shall think fit, to make a lease or leases^(a), for any term or number of years, of all or any part of the premises, in or near —, also — chapel, and —, or any of them, or elsewhere, in the said county of —, so as there be reserved on such lease, so to be made the same yearly rent as is now reserved on the same premises respectively, or a greater yearly rent, and so as the same rent be reserved free from taxes and reprisals, as the present rents are now reserved. AND provided also, that it shall and may be lawful for the said G. earl of —, from time to time, during his life, to demise or lease the said manor or lord-

Leasing powers

(a) Vid. Vaughan xxix. 31, 32. on a leasing power.

SETTLEMENT.

Covenant that
the said G. earl
— is seised
in fee.

And has good
right to convey.

ship, or reputed manor of —, and other the premises in the said county of —, or any part or parts thereof, for any term or number of years, not exceeding three lives, or twenty-one years, to take effect in possession, and not in reversion, reserving thereon the best yearly rent that can reasonably be gotten for the same premises^(a), to continue payable during all such term or terms, and so as no such lease or estate be made punishable of or for waste. AND the said G. earl of —, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said I. earl of —, and I. L. and their heirs, that for and notwithstanding any act, matter, or thing, by him the said G. earl of —, or by G. late earl of —, his late father, deceased, or by any of his ancestors, done or suffered to the contrary, he the said G. earl of —, party to these presents, is seised of the said manor or lordship, or reputed manor or lordship of —, and of all and singular the premises in the said county of —, and also of all and singular the said premises in or near —, also — chapel, and —, and elsewhere, in the said county of —, hereby granted, released, and conveyed, or so intended to be, of a good, pure, absolute, and indefeasible estate of inheritance, in fee simple; AND has in himself good right, full power, and lawful authority, to settle and convey the same, to the several uses, and upon the several trusts, and to and for such intents and purposes, as are hereinbefore limited, expressed, and de-

(a) If fine permitted to be taken, it may be thus "thereby demised or granted consistently with the acceptance of a fine or fore-gift not exceeding one year's rent value, or in consideration of the premises so demised or granted, and without taking any greater fine, premium, or fore-gift for the making or granting any such lease or leases, respectively, and so as," &c.

clared, of and concerning the same. AND that for and notwithstanding any act, matter, or thing, done or suffered as aforesaid, the same premises shall from henceforth remain, continue, and be to and for the several intents and purposes, upon the trusts, and subject to the provisos, powers, limitations, and agreements, hereinbefore mentioned and expressed, touching and concerning the same respectively, free and clear, and freely and clearly acquitted, exonerated, and discharged, of and from all former and other gifts, grants, bargains, sales, mortgages, judgments, statutes, recognizances, titles, troubles, charges, and incumbrances whatsoever, had, made, done, committed, or suffered by the said G. earl of —, party hereto, or by his said late father, or by any of his ancestors, except several leases made to tenants of several parts of the said premises, under yearly rents. AND further, that he the said G. earl of —, and all and every other person or persons, any thing having, or lawfully claiming, or to claim, into or out of the premises hereby granted and released, or so intend to be, or any of them, by, from, or under the said G. earl of —, party hereto, or his said late father, or any of his ancestors (other than the tenants and their assigns, for and in respect of their leases only), shall and will, at the request of the said G. earl of —, and I. L. and their heirs, make, do, acknowledge, levy, execute, and suffer, and cause to be made, done, acknowledged, levied, executed, and suffered, all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances, in the law whatsoever, for the further and better conveying and assuring all and singular the premises hereby before granted and released, or so intended to be, with their and every of their appurtenances, to and for the several uses, intents,

SETTLEMENT.

Free from incumbrances.

And for further assurance.

SETTLE-
MENT.

Recital of the
will of W. R.
father of the
intended wife.

and purposes, hereinbefore limited, declared, and expressed, of and concerning the same, as by the said G. earl of —, and I. L. or either of them, or the heirs of either of them, shall be reasonably devised, or advised, and required, so as such further assurance do not contain any further or other warranty or covenant than as herein aforesaid, and so as for the making such further assurance the parties to make the same be not compelled or compellable to travel from his, her, or their actual place of abode. AND whereas W. R. late of the parish of —, late father of the said A. D. did by his last will and testament, bearing date the — day of —, in the year of our Lord, —, (after divers bequests and legacies therein given) nominate and appoint the said E. W. (whom he there styles his cousin, E. W. dean of —), and the said I. D. (whom he there styles his brother D. both parties hereto) his executors, till his daughter, therein named (meaning the said A. D. party also hereto), arrived to the age of twenty-one years; and he then appointed her (his said daughter), his sole executrix, to whom he gave all the rest and residue of his real and personal estate, of what nature and kind soever, after his debts and legacies paid, and funeral expenses discharged, but under an express proviso or condition in the said will contained, that if his said daughter should die before she arrived at the age of one and twenty years, leaving no issue living at the time of her death, or if she should marry before she arrived at the age of sixteen, without the consent of her two guardians, therein named, or the survivor of them, he in such case gave and bequeathed all his goods and chattels, and personal estates, whatsoever, which he had before given to her after payment of such legacies as in such case he had before given by his said will to his said cousin, E. W. and his said brother,

I. D. (both parties hereto, as aforesaid) to be equally divided between them, as by the said will, relation being thereunto had, may appear. AND whereas he the said *W. R.* soon after died, and the said *E. W.* and *I. D.* the executors, proved the said will, and took upon them the execution thereof, and possessed themselves of the said testator's personal estates. AND whereas the said *A. D.* has now lately attained the age of sixteen years; AND WHEREAS the rest of the personal estate and fortune of the said *A. D.* (after the said sum of ——— is so paid to the said earl of ———, as aforesaid, and over and beside a real estate of the yearly rent or value of ———, or thereabouts, in the counties of ———, ———, ———, ———, and ———, and one share of the New River water, consisting in ———, capital stock, in old South Sea annuities, and ———, residue of ———, in new South Sea annuities, and in ———, capital Bank stock, which old South Sea annuity stock, new South Sea annuity stock, and Bank stock, now are, and stand in the names of the said *E. W.* and *I. D.* in the books of the respective companies, and are by all the parties to these presents agreed to be settled in the manner, upon the trusts, and to the intents and purposes, and subject to the provisos and conditions hereinafter mentioned. NOW THIS INDENTURE FURTHER WITNESSETH, that in consideration of the said intended marriage, of the portion or fortune of the said *A. D.* it is agreed and declared, by and between all the parties to these presents, and the said *G.* earl of ———, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said *I. L.* and *E. W.* their executors, administrators, and assigns, that he the said *G.* earl of ———, shall and will permit and suffer the said *I. L.* and *E. W.* their executors and administrators, from time to time (from and after the

SETTLEMENT

That the said *W. R.* died, and executors proved the will, and took upon themselves the execution. And that the intended wife is sixteen years old.

Amount of her fortune.

Agreement as to the trusts thereof.

Agreement for transfer thereof.

Covenant that the said *G.* earl of ——— will permit said *I. L.* and *E. W.* to receive the profits of said sum of £—— and £—— to

SETTLEMENT.

be paid to the intended wife, or as she should appoint, until twenty-one, for her separate use.

To be paid within one month after receipt thereof.

And when the said intended wife shall attain the age of twenty-one, &c. then the said trust to determine.

solemnization of the said intended marriage) to take and receive the yearly dividends and produce of £—, old South Sea annuity stock, and £—, new South Sea annuity stock, part of the said portion or fortune of the said *A. D.* as the same shall become due, till the said *A. D.* shall attain the age of twenty-one years, if she and the said earl of —, her intended husband, shall so long jointly live, to be paid into the hands of the said *A. D.* or to such person or persons as she by any writing under her hand shall from to time direct and appoint, for her sole and separate use, to be at her own disposal, notwithstanding the said intended coverture, and not to be liable to the control, or subject to the power of her said intended husband; the said payments to be made from time to time within one month after such dividends shall be paid by the said South Sea company respectively, and the first of the said payments to begin and be made within one month after the first dividend that shall be paid by the said company, upon either of the said stocks, next after the solemnization of the said intended marriage, and when the said *A. D.* shall attain the age of twenty-one years; or if either of them, the said *G.* earl of —, and *A. D.* shall happen to die before the said *A. D.* shall attain the age of twenty-one years, that then and in either of the said cases, after all arrears of the said dividends, and the costs and charges of the said trustees, in the execution of their said trust (if any be), paid and discharged, the said trust to cease and determine. AND FOR the considerations aforesaid, and for the making a further and better provision for himself, the said earl of —, and for his said intended wife, and for the issue that may be begotten between them, and for other good causes and considerations, him thereunto moving, he the said *G.* earl of —, for himself, his heirs, executors, and admini-

strators, doth further covenant, promise, and agree, to and with the said *I. L.* and *E. W.* their executors, administrators, and assigns, by these presents, that if the said intended marriage shall take effect, and the said *A. D.* shall live to attain the age of twenty-one years, in the lifetime of the said earl of —, that then he the said earl of —, shall and will, within one month after she shall have so attained her said age of twenty-one years, settle and assure (or as much as in him lies), cause or procure to be settled and assured, or join with the said *A. D.* his intended wife (in case she be then living), in the assigning, settling, and assuring, as the counsel of the said *I. L.* and *E. W.* shall advise, to and upon the said *I. L.* and *E. W.* their heirs, executors, administrators, and assigns, or such other trustees as they shall approve, the said £—, capital old South Sea annuities, and the said £—, new South Sea annuities, and the £—, capital Bank stock, upon trust, to sell the same, with the consent and approbation of the said *G.* earl of — in writing, and with the purchase-money arising from such sale, to purchase freehold lands and tenements of inheritance, in fee simple, to the good liking of the said *G.* earl of —, either all together, or by parcels, as shall seem most convenient to the said *G.* earl of —, which lands or tenements, when so purchased, and as the same shall from time to time be purchased, or a competent part thereof, shall be conveyed and settled in the first place, to and upon trustees for that purpose to be named, their executors, administrators, and assigns, for a term of — years, if the said earl of —, and the said *A. D.* shall so long jointly live, upon trust, to pay to the said *A. D.* the yearly sum of £—, free from all taxes, parliamentary or others, and all reprisals, during the joint lives of her and the said earl of —, at four quarterly payments: viz. *Michael-*

SETTLEMENT.

Covenant that after said *A. D.* shall attain twenty one, the said earl of — will assign, &c or join in assigning said sums to said trustees oh trust.

To lay out the same in purchase of freehold lands.

The same, or a competent part thereof, when purchased, to be conveyed to trustees for — years.

Upon trust, to pay to the said *A. D.* the yearly sum of £— for her separate use.

SETTLEMENT.

In the same manner as the same profits of the said sums are appointed to be paid her.

Remainder to the said G. earl of — for his life.

Remainder to trustees for preserving contingent remainders.

And after his death, in trust, that the said A. D. shall thereout receive £— a year during her life.

Remainder to trustees for — years, on the trusts hereinafter mentioned.

mas, Christmas, Lady-Day, and Midsummer; the first of the said payments to be made upon such of the said days as shall first happen after her attainment of the age of twenty-one years, which is to be for her sole and separate use, in the same manner as the yearly dividends of the said two several sums of £—, South Sea annuity stock, as hereinbefore appointed to be paid, and to be in lieu of the same, and after the determination of the said term, and subject thereto, then as to the same premises, and as to all the rest of the premises, so to be purchased, immediately after the same shall be purchased, to the use and behoof of the said G. earl of —, for and during the term of his natural life, without impeachment of waste, (voluntary waste, in the pulling down of houses, unless for repairing or rebuilding the same, only excepted) with remainder to proper trustees in such conveyances, to be named, for preserving the contingent uses thereafter to be limited from being barred and destroyed; and from and after the death of the said earl of —, then to the intent and purpose that the said A. D. shall thereout have, receive, and take, for and during the term of her natural life, one annuity or yearly rent-charge of £— a year, free from all taxes, charges, or reprisals, payable quarterly, at the same times, and in the same manner, and with like remedies for recovery thereof by distress, and otherwise, as is hereinbefore expressed and directed, touching the before-mentioned annuity or yearly rent of £—. And from and after the decease of the said G. earl of —, then subject to the said rent-charge of £— a year, to the use of trustees, in the said conveyance to be made, for and during the term of — years, without impeachment of waste, upon the trusts, to the intents and purposes, and subject to the provisos and conditions hereinafter mentioned, touching

the said term of — years. AND from and after the end or sooner determination of the said term of — years, and subject thereto, then, to, and upon, or to the use of the first and every other son and sons of the said G. earl of —, by the said A. D. his intended wife, severally and successively in tail male; and for want of such issue, then to the use of the same or other trustees, in the said conveyance to be named, their executors, administrators, and assigns, for the term of — years from thence next ensuing, and fully to be complete and ended, without impeachment of waste. AND from and after the end or sooner determination of the said term of — years, and subject thereto, then to the use of the said A. D. and the heirs of her body, and for want of such issue, then as to one moiety of all the said premises so to be purchased, to or upon, or to the use of the right heirs of the said G. earl of —, and as to the other moiety of the same premises, to or upon or to the use of the same persons, equally to be divided between them and their heirs. As the personal estate of the said W. B. is devised to, in and by his said will, in case the said A. D. shall die before twenty-one, and without having issue then living, or should marry without the consent of her guardians, or the survivor of them, as therein mentioned, and in the mean time, till such purchase or purchases shall be made, upon trust, that the said I. L. and E. W. and the survivor of them, and the executors and administrators of such survivor, shall permit and suffer the same person and persons respectively, and for the same uses, intents, and purposes, and in the same manner, to receive from time to time, the yearly income, produce, and dividends, of the said South Sea annuity stock and Bank stock, as would be intitled to the rents and profits of the said lands and tenements when purchased. AND if the said

SETTLEMENT.

And after the determination thereof. To first and other sons of the marriage in tail male; And for want of such issue to trustees for — years.

Remainder to A. D. and the heirs of her body, and for want of such issue, remainder as to one moiety to the use of the right heirs of the said G. earl of —, and as to the other moieties to the use of such persons, &c.

And in the mean time until such purchase made, to permit the same person and persons to receive the yearly income thereof, as would be intitled to the rents and profits of the same premises.

SETTLEMENT.

A. D. shall happen to die before she attains the age of twenty-one years, leaving issue by the said *G. earl of —*, living at the time of her death, then and in such case, the said *G. earl of —*, doth covenant, promise, and agree, to and with the said *I. L.* and *E. W.* their executors, administrators, and assigns, that he the said *G. earl of —*, shall and will, within three months after the death of the said *A. D.* (in case she shall leave issue then living, as aforesaid), assign, settle, and assure, or (as much as in him lies) cause to be assigned, settled, and assured the said — pounds old annuities, and the said — pounds new annuities, and the said — pounds capital bank stock, to and upon the said *I. L.* and *E. W.* their executors, administrators, and assigns, upon trust, to sell the same, with the like consent and approbation of the said earl of — as aforesaid, and with the purchase money arising from such sale, to purchase lands and tenements to the good liking of the said *G. earl of —*, which shall be settled as near as may be, or as the death of the parties will admit, to the same uses, for the same intents and purposes, and subject to the same provisos and agreements as the lands to be purchased in the life time of the said *A. D.* are hereinbefore directed and appointed to be, and in the mean time till such purchase in trust, to permit the same persons to enjoy the yearly income, dividends, and produce of the said old and new South Sea annuities and bank stock, as would be entitled to the rents and profits of the lands when purchased. AND WHEREAS, part of the before mentioned portion or fortune of the said *A. D.* is money saved and accumulated by the dividends of stock and rents and profits of her real estate, since the death of the said *W. R.* her late father, and amounts to —, although the same may be more or less, but no exact calcula-

To be settled as
near as may be
to the same
uses.

SETTLEMENT.

tion hath been made thereof: Now it is hereby provided and agreed by and between all the parties to these presents, and the said G. earl of —, for himself, his executors, and administrators, doth covenant, promise, and agree, to and with the said A. and E. W. their executors, administrators, and assigns, that such part of the said portion or fortune as is so saved or accumulated (when the said A. D. shall attain her age of — years, or in case she shall die before her age of — years, having issue by the said G. earl of —, shall be applied together with the rest of her personal estate to the purchasing lands to be settled, as hereinbefore is mentioned, touching her South Sea annuities and bank stock; but if the said A. D. shall happen to die before the age of — years, and without issue, then such part of her portion or fortune as is so saved or accumulated, shall go and be paid to such person or persons as she the said A. D. shall by her last will and testament in writing (which will she shall have power notwithstanding her coverture, and without her said husband to make) direct, nominate, or appoint, and for want of such direction, nomination, or appointment, then to the executors or administrators of her the said A. D. AND IT IS HEREBY declared and agreed by and between all the parties to these presents, that the said term of — years, shall be upon the trusts, to the intents and purposes, and subject to the provisos following (that is to say) upon trust, that in case the said G. Earl of —, party hereto, shall have an eldest or only son by the said A. D. and also one or more younger, or other child or children by her born in his life time, or in due time after his decease, then and in such case the trustees so to be appointed for the said term of — years, and the survivor of them, and the executors and administrators of such survivor,

Declaration of
trusts of said
term of —
years.

SETTLEMENT.

To raise additional portion for younger children.

shall and may, out of the rents, issues, and profits of the premises comprised within the said term of — years, or by mortgage or mortgages, sale or sales of the same premises, or of a competent part of them, for all or any part of the said term after the decease of the said G. Earl of —, and subject to the said yearly rent-charge of — a year, without doing prejudice thereto, or by all and every or any of the said ways and means, as the said trustees so to be appointed for the said term of — years, or the survivor of them, or the executors or administrators of such survivor shall think fit, raise and levy as an additional portion or fortune or additional portions or fortunes of such younger or other child or children, in case of an eldest or only son, so much money as together with the said sum of —, so appointed to be raised by the said term of — years, shall make up the portions or fortunes of such younger or other child or children, in case of a son the sum or sums of money following (that is to say) if there shall be only one such younger or other child, then the sum of —, for such one younger or other child, and if there shall be two or more such younger or other children (besides an eldest or only son) then the sum of —, for such two or more younger or other children, to be equally divided between such younger or other children if more than one. AND it is hereby further agreed and declared, by and between the said parties, to these presents, that the said term of — years, shall be upon the trusts, to the intents and purposes, and subject to the provisos following (that is to say) upon trust, that in case the said G. Earl of — (party hereto) shall have no issue male by the said A. D. or having issue male by her, all such issue male die before any of them, shall attain the age of — years, without issue male of

Declaration of trusts of term of — years

any of their bodies lawfully begotten, and there shall be one or more daughter or daughters of the said G. Earl of ———, by the said A. D. born in his life time, or in due time after his decease, then and in such case, the said trustees so to be appointed for the said term of ——— years, and the survivor of them, and the executors and administrators of such survivor, shall and may, out of the rents, issues, and profits of the premises comprised within the said term of ——— years, by mortgage or mortgages, sale or sales, of the same premises, or of a competent part of them, for all or any part of the said term, after the decease of the said G. earl of ———, and subject to the said yearly rent-charge of ———, and without doing prejudice thereto, or by all and every or any of the said ways and means, raise and levy as an additional portion or fortune or additional portions or fortunes of such daughter or daughters, in case there should be no issue male, so much money as together with the said sum of ———, so appointed to be raised by the said term of ——— years, shall make the portion or portions, fortune or fortunes, of such daughter or daughters, the sums or sum of money following (that is to say) if there shall be only such one daughter, then the sum of ———, for such one daughter, and if there shall be two or more such daughters, then to make up the sum of ———, for the portion or fortunes of such two or more daughters, so to be equally divided between such two or more daughters, the said portion or portions of such younger or other child or children, in case of a son, and for such daughter or daughters, in case of no son as aforesaid, as well such part thereof, as is before appointed to be raised by the said term of ——— years, and 600 years, respectively as the said additional portions before appointed to be raised by the said respec-

SETTLE-
MENT.

To raise money
for daughters if
no sons.

SETTLEMENT.

The said additional portions to be paid to son or sons at —, to daughter or daughters at —, or marriage, after death of said G. earl of —.

With interest at 4 per cent.

Provision for raising the same, in the life time of the said earl, if he shall assent.

but subject to annuities to the intended wife.

tive terms of — years, and — years, to be paid to such younger or other child or children (being a son or sons) at his or their age or respective ages of — years, and to such daughter or daughters (whether there be or be not a son) when such daughter or daughters shall respectively attain the age of — years, or be married, which shall first happen after the death of the said G. earl of —, or if such age or marriage shall happen in the life time of the said G. earl of —, then to be paid to such younger or other child or children, daughter or daughters, so attaining such age or ages, or marrying in the life time of the said G. earl of —, within — Calendar months, after the death of the said G. earl of —, with interest to each such younger or other child or children, daughter or daughters, after the rate of —, *per centum per annum*, for his, her, or their respective portion or portions, from the death of the said G. earl of —, till payment for their maintenance. PROVIDED always, that it shall and may be lawful for the said trustees respectively, and the survivor of them, and the executors or administrators of such survivor, by any of the ways and means aforesaid, to raise all or any part or parts of the money hereinbefore provided for the portion or portions of such younger or other child or children, in case of a son, or of such daughter or daughters, in case of no son in the life time of the said G. earl of —, if he shall consent thereto, and signify such his consent by writing, under his hand and not otherwise, but still subject to the said annuity or yearly rent charge of — pounds, and — pounds, and without doing any prejudice thereto, or to either of them. PROVIDED always, that if any of the said younger or other child or children, in case of a son, there being more than two of them, shall happen to die before their respective

ages of —, or marriage as aforesaid, the portion or portions of him, her, or them, so dying, shall go, become due, and be paid to the survivors of such younger children, and at such times as their original portions shall become due and payable; and if any of the said daughters in case of no son (there being more than two of them) shall happen to die before her or their ages of —, or marriage, the portion or portions of her or them so dying, shall go, become due, and be paid to the survivors of such daughter or daughters, at such times as their original portions shall become due and payable, so as that the portion of no such younger or other child (in case of a son) shall be more than — pounds, and the portion of no such daughter (in case of no son) shall be more than — pounds. PROVIDED also, that if the said G. earl of —, in his life time, or the said A. D. in her life time, after the decease of the said G. earl of —, shall give any money with any younger child or younger children (in case of a son) or with any daughter or daughters, in case of no son, in marriage, or for otherwise providing for him, her, or them in the world, such money so given shall be in full (if equal) and shall be in part (if not equal) to the portion and portions hereby provided for such younger child or younger children, daughter or daughters respectively, unless the said G. earl of —, or the said A. D. (whichever of them shall give the said money) shall otherwise declare by some writing, under his or her respective hand or seal. Provided also, that no mortgage or sale shall be made of the premises, or any part of them, for raising portions for younger children or daughters till some one of the said portions shall become payable. PROVIDED that no daughter shall be entitled to a portion to be raised by the said terms of — years, and also to a por-

SETTLEMENT.

Proviso for portions surviving.

Proviso that money advanced in life time of said G. earl of —, shall be accounted in part of the portion of such younger child, unless otherwise declared.

No mortgage to be made till some one portion become payable.

SETTLEMENT.

Proviso for
ceasing the
said terms.

tion to be raised by the said terms of — years, and — years, but shall be entitled to one simple portion only, with such benefit of survivorship as aforesaid; and when all the said trusts shall be performed, or in case there shall be no younger or other child or children, daughter or daughters of the said G. earl —, by the said A. D. born in his life time, or after his death, who shall be entitled to any portion or portions by virtue of these presents, in such case, after the said trustees charges, and the money which shall be raised by mortgage or mortgages for the purposes aforesaid, of the said terms of — years, and — years, or either of them, paid off and discharged, then the said terms, as to all the premises comprised therein, or as to so much thereof, as shall not have been sold for the purposes aforesaid, shall cease and determine for the benefit of the person who shall be next entitled to the freehold and inheritance of the same premises, expectant on the determination of the said several terms: PROVIDED further, that if the said A. D. shall happen to die before the age of — years, and without issue by the said G. earl of —, in such case the uses of the said manor of —, and other the premises in the said county of —, so limited to the use of the first and every other son of the said G. earl of —, successively in tail male, shall cease and be void, and the said I. earl of —, and I. L. and the survivor of them, and the heirs of such survivor shall stand and be seised of the said manor of —, and premises in the said county of —, from and immediately after the decease of the said A. D. before the age of — years, and without issue as aforesaid, to the use of the said G. earl of —, and of his heirs and assigns for ever, and to no other use, intent, or purpose whatsoever, any thing hereinbefore contained to the contrary notwithstanding. PROVIDED also, that it shall and

Proviso for
trustees selling

may be lawful for the said *I. L.* and *E. W.* and the survivor of them, or the executors or administrators of such survivor, with the consent of the said *G.* earl of —, and the said *A. D.* or of the survivor of them, or after both their decease, for the said trustees at their discretion, to sell out all or any part of the said South Sea annuity stock or bank stock, and to place the same out in any other stock or stocks, or upon any other security or securities, to the good liking, and with the approbation of the said *G.* earl of —, and *A. D.* or of the survivor of them, if living, which money so to be placed out in any other stock or stocks, or upon any other security or securities, shall be upon the same trusts and subject to the same covenants, provisos, and agreements, as the present money in the South Sea annuity stocks and bank stock, is hereinbefore agreed and appointed to be. **PROVIDED** further, that it shall be lawful for all and every the trustees mentioned in these presents, or hereafter to be named herein as aforesaid, and their respective executors and administrators, to deduct and take to him, her, or themselves, all such costs, charges, and expenses, as they shall be respectively put to or sustain, by reason, or upon account, or in execution of the trusts hereby respectively reposed in them :

SETTLEMENT.
 out and changing said funds, &c.

And that no one of the said trustees shall be answerable or accountable for any other, or for the acts or defaults of any other of the said trustees ; but each of them shall be answerable and accountable for his own acts and defaults only, nor shall any or either of them, be charged or chargeable with any money, but what shall actually come to his or their respective hands, nor with any loss or miscarriage that may happen by depositing any money in any bank or banker's hands for safe custody, or for any other loss or miscarriage in the execution of any of the trusts hereby in them

Proviso that trustees may reimburse themselves expenses,

and not to be answerable for the acts of each other,

nor for any losses not occasioned by their neglect.

SETTLE-
MENT.

reposed, and not for any money for which they or any of them shall join in any transfers, or sign any receipt or receipts for conformity only, and that it shall and may be lawful to and for them, and every of them, his, their, and each of their executors and administrators, from time to time, by and out of the trust-monies, which shall come to their or any of their hands, in the first place to deduct, retain, and reimburse themselves or himself, all such loss, costs, charges, and expenses as they or any or either of them shall or may repay, pay, suffer, sustain, expend, or be any ways put unto, in, or about the execution, management, or defence of all or any of the trusts hereinbefore mentioned, or created, or any matter or thing in anywise relating thereunto. IN witness, &c.

Settlement of Sums of Money, &c. to which Wife was entitled, with many Special Provisions.

THIS INDENTURE, of four parts, made the — day of —, in the — year of the reign of our sovereign lord George the —, by the grace of God, King of, &c. in the year of our Lord —, between S. M. of —, in the county of —, spinster, one of the daughters of the said F. late of — aforesaid, esq. deceased, by M. S. formerly his wife, and now his widow, and relict of the first part; I. H. the elder of — park, in the county of —, esq. of the second part, I. H. the younger, of — park aforesaid, esq. (eldest son and heir apparent of the said before named I. H. of the third part; and I. C. of —, in the county of —, esq. and C. R. of —, in the county of —, of the fourth part:

SETTLEMENT.

Recital, that
I. F. is intitled
to portion,

agreed to be
settled.

Consideration.

Covenant of
assignment.

Premises.

WHEREAS a marriage hath been agreed upon, and is with the permission of Almighty God intended to be shortly had and solemnized between the said I. T. and F. F. And whereas, the said I. F. is under, or by virtue of the last will and testament of I. F. her grandfather, and the last will and testament and codicils of the said I. F. her father, and the settlement executed upon the marriage of the said I. F. her father, and M. his wife, entitled to a considerable portion or fortune; and it was on the treaty of the said intended marriage, agreed that the said portion or fortune to which the said I. F. is so entitled as aforesaid, should be assigned to the said I. C. and C. B. upon and for the trusts, intents, and purposes, and with, under, and subject to the powers, provisos, and agreements, hereinafter declared and contained, of and concerning the same: now therefore, this indenture witnesseth, that in pursuance and performance of the said agreement, and in consideration of the said intended marriage, and of the settlement which by an indenture of release of six parts, bearing even date with these presents, the said I. H. the father, and I. H. the son, have made of their real estates; and also in consideration of —, of lawful money of *Great Britain*, by the said I. C. and C. B. to the said I. F. paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged the the said I. F. with the privy consent and approbation of the said I. H. the father, and I. H. the son, testified by their severally being parties to and sealing and delivering these presents, hath bargained, sold, assigned, transferred, and set over, and by these presents, doth bargain, sell, assign, transfer, and set over, unto the said I. C. and C. B. all and singular the principal sum and sums of money to which the said I. F. is entitled, under and by virtue of the will of the said

SETTLEMENT.

Power of attorney to recover portion.

I. F. the grandfather, and the will and codicils of the said *I. F.* the father, and the settlement executed on the marriage of the said *I. F.* the father, or any of them, and the interest from henceforth, to become due for the said principal sum or sums of money, and all the right, title, interest, property, claim, and demand, whatsoever, of her the said *I. F.* of, in, and to the said principal sum or sums of money and interest, to have and hold, receive and take the said sum and sums of money, and all and singular other the premises hereby assigned or expressed, and intended so to be, and every part thereof, unto the said *I. C.* and *C. B.* their executors, administrators, and assigns, upon and for the trusts, intents, and purposes, and with, under, and subject to the powers, provisos, and agreements hereinafter declared and contained, of and concerning the same, and for the considerations aforesaid, the said *I. F.* with the privity, consent, and approbation, of the said *I. H.* the son testified as aforesaid. And also he the said *I. H.* the son, do, and each of them doth, hereby irrevocably make, nominate, and appoint, and in their and each of their place and stead, put the said *I. C.* and *C. B.* and the survivor of them, and the executors, administrators, and assigns, of such survivor, their true and lawful attornies and attorney, for and in the names and name of them, the said *I. T.* the younger, and *I. F.* and each or either of them, or in the names or name of them the said *I. C.* and *C. B.* or the survivor of them, or the executors, administrators, or assigns of such survivor; but upon the trusts hereafter declared of and concerning the same, to ask, demand, sue for, recover, and receive of and from all and every person and persons that is, are, or shall or may be liable to pay the same respectively, the principal sum or sums of money hereby assigned, and the interest

SETTLE-
MENTS

thereof respectively, and on payment thereof, or of any part thereof respectively, for and in the names and name of them the said *I. H.* the son, and *I. F.* and each or either of them, or in the names or name of them the said *I. C.* and *C. B.* or the survivor of them, or the executors, administrators, or assigns, of such survivor, to give, sign, and execute, any receipt or receipts, acquittance or acquittances, release or releases, or other good and effectual discharge or discharges for the same, and non-payment thereof, or of any part thereof respectively, for and in the names and name of them the said *I. H.* the son, and *I. F.* and each or either of them, to bring, commence, carry on, and execute any action and actions, suit or suits, or other proceeding or proceedings whatsoever, and also to adjust, settle, compound, and compromise all accounts, reckonings, transactions, matters, or things whatsoever, relating to the said principal sum or sums of money, and the interest thereof, or any of them, or of any part thereof respectively, and generally to do, execute, and perform, any other act, deed, matter, or thing whatsoever, relative to the receipt or recovery of the principal sum and sums of money hereby assigned, or any of them, and the interest thereof, or any part thereof respectively, as fully and absolutely to all intents and purposes whatsoever, as she the said *I. F.* might or could do in her own proper person, in case these presents had not been executed, or the said intended marriage solemnized: and it is hereby agreed and declared, between and by all the parties to these presents, that the said *I. C.* and *C. B.* their executors, administrators, and assigns, shall stand and be possessed of, and interested in the principal sum or sums of money hereby assigned to them as aforesaid, and the interest thereof, upon the trusts, for the ends, intents, and purposes, and with, under, and subject

Declaration of
trusts.

SETTLEMENT.

For wife till marriage.

After marriage by calling in the same, to raise —, one moiety thereof for father.

Residue to be laid out in funds with consent of husband.

Receipt of trustees to be a discharge.

to the powers, provisos, declarations, and agreements hereafter declared of and concerning the same (that is to say,) in trust for the said *I. F.* her executors, administrators, and assigns, until the said intended marriage shall be had and solemnized; and immediately from and after the solemnization thereof, upon trust that they, the said *I. C.* and *C. B.* and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall, by calling in and compelling payment of the said sum or sums of money, or a competent part thereof, or by selling, assigning, transferring, or disposing of the said sum or sums of money, or a competent part thereof, levy and raise the sum of —, of lawful money of *Great Britain*, and do and shall, pay one moiety, or equal half part, hereafter to the said *I. H.* the father, his executors, administrators, or assigns, for his or their own proper use and benefit, and do, and shall, lay out and invest the said moiety, or equal half part of the said sum of —, either in the parliamentary stocks or securities, funds of *Great Britain*, or upon real securities in *England*, and do and shall, from time to time, vary, alter, and transpose the said stocks, funds, and securities, as they, the said *I. C.* and *C. B.* or the survivor of them, or the executors, administrators, or assigns of such survivor shall, in their, or his discretion think fit; yet so, that during the life of the said *I. H.* the son, every such laying out, investing, variation, alteration, and transposition, be made with his consent, signified under his hand: AND it is hereby agreed and declared, between, and by the parties to these presents, that the receipt, and receipts in writing, of the said *I. C.* and *C. B.* or the survivor of them, or the executors, administrators, or assigns of such survivor, shall discharge the person or persons to whom the

same respectively are given, from being accountable or answerable for the non-application or misapplication of the moiety, in such receipt or receipts mentioned, and acknowledged to be received, or any part thereof; and upon this further trust, that they the said *I. C.* and *C. B.* or the survivor of them, and the executors, administrators, and assigns of such survivor, do, and shall, during the life of the said *I. H.* the son, pay the interest, dividends, and annual produce of the stocks, funds, or securities, in and upon which the said last mentioned moiety, or equal half part of the said sum of —, shall be laid out or converted unto the said *I. H.* the son, and his assigns, for his and their own proper use and benefit, and immediately from and after the decease of the said *I. F.* the son, upon trust, that if there shall be any child or children of the said *I. H.* the son, by the said *I. F.* other than or besides one only son, who shall or may, under or by virtue of the limitation comprised in the said indenture of six parts, bearing even date with these presents, before the time, being in possession, or in remainder, or expectancy, on the decease of the said *I. H.* the son, and subject to the term of — years, in the same indenture mentioned, to the manor and other hereditaments comprised in the said term, or to the receipt of the rents, issues, and profits thereof, they, the said *I. C.* and *C. B.* or the survivor of them, or the executors, administrators, or assigns of such survivor, do, and shall pay, transfer and assign the said sum or sums of money, stocks, funds, and securities between, and among such child or children, other than, or besides, an eldest, or only son, so, for the time being, entitled, as aforesaid, in manner hereinafter mentioned, (that is to say,) the said stocks, funds, and securities to become and be

SETTLEMENT.

To pay dividends to husband for life.

After his decease to children, except an only son.

SETTLEMENT.

To be payable
and vested
when hus-
band shall ap-
point.

a vested interest or vested interests in such child or children respectively, and be paid, transferred, or assigned to him, her, or them respectively, at such age, or respective ages, in such manner, and if more than one, in such shares and proportions as the said *I. H.* the son, shall, by any deed or deeds, instrument or instruments in writing, with or without power of revocation, to be sealed and delivered by him, in the presence of, and attested by two or more credible witnesses, or by his last will and testament, or by any codicil or codicils in writing, to be signed and published by him, in the presence of, and attested by three or more credible witnesses, direct or appoint, and in default of such direction or appointment, if there shall be but one such child, other than and besides an eldest, or only son, so, for the time being, entitled, as aforesaid, the said sum or sums of money, stocks, funds, or securities, to be an interest vested in such only child, being a son, at his age of ——— years, and being a daughter, at her age of ——— years, or on the day of her marriage, which shall first happen, and to be paid, transferred, or assigned to him or her over, at the same age, day, or time, if the same shall happen after the decease of the said *I. H.* the son; but if the same shall happen in the life-time of the said *I. H.* the son, then immediately after his decease, and if there shall be two or more such children, other than or besides an eldest or only son, so for the time being as aforesaid, then in default of such direction or appointment aforesaid, the said sum or sums of money, stocks, funds, and securities to be paid, transferred, or assigned to, between, or among such two or more children, in equal shares and proportions, the share or shares of such of them, who shall be a son or sons, to be an interest vested, or interests vested in him or

SETTLEMENT.

them respectively, at his or their age or respective ages of _____ years, and the share or shares of such of them as shall be a daughter or daughters to become an interest vested, or interests vested in her or them respectively, at her or their age or respective ages of _____ years, or day or respective days of marriage, which shall first happen, and to be paid, transferred, or assigned to him, her, or them respectively, on or at the same ages or times respectively, if the same shall respectively happen after the decease of the said I. H. the son; but if the same shall happen in his life-time, then immediately after his decease: Provided always, and it is hereby agreed and declared between and by the parties to these presents, that no child or children, taking any part of the said stock, funds, or securities, under or by virtue of any direction or appointment to be made by the said I. H. the son, in pursuance of the power and authority hereinbefore given him for that purpose, shall have, or be entitled to any further or other share of, or in, the said sum or sums of money, stocks, funds, or securities, of which no such direction or appointment shall be made until the said child, or each or every of the said children, if more than one, for whom portions are intended to be hereby provided, as aforesaid, shall have received a share of or in the said sum or sums of money, stocks, funds, or securities, equal in value to the share so to be directed or appointed, as aforesaid: PROVIDED also, and it is hereby further agreed and declared between and by the parties to these presents, that if there shall be more than one child, for whom portions are intended to be hereby provided, as aforesaid, and any of them being a son or sons, shall depart this life, or become an eldest, or only son, so, for the time being entitled as aforesaid, under the age of _____

Provido that no child having had a share by appointment, shall take any more until other children had an equal share.

Provido as to survivorship, on death of one child.

SETTLEMENT.

years, or being a daughter or daughters, shall depart this life without being or having been married, and under the age of ——— years, then in case no such direction or appointment, as aforesaid, shall be made by the said *I. H.* the son, to the contrary, the share intended to be hereby provided for each such son so dying, or becoming an eldest or only son, entitled as aforesaid, or which daughter so dying, or so much thereof as shall not have been raised and paid, or applied for the preferment or advancement in the world of any such son, or sons, in pursuance of the power or authority hereinbefore for that purpose contained, and shall go, arise, and belong to the survivor or survivors, and others of such children, not being an eldest, or only son, entitled as aforesaid, and shall vest in and be paid to him, her, or them, if more than one, in equal parts, shares, or proportions, at such and the same time or times, and in such and the same manor, as is hereinbefore declared of, or concerning his, her, or their original share or shares of, and in the said sum or sums of money, stocks, funds, and securities; and that in case more than one such son shall depart this life, or become an eldest, or only son, entitled as aforesaid, under the age of ——— years, or more than one such daughter, shall depart this life, under that age, without being, or having been married, then and so often as the same shall happen, in case no such direction or appointment, as aforesaid, shall be made by the said *I. H.* the son, to the contrary, all and every the surviving and accruing share or shares of such last mentioned child or children so dying, or becoming an eldest, or only son, entitled as aforesaid, of and in the said sum or sums of money, stocks, funds, and securities, or of such part thereof as shall not have been

Proviso as to
survivorship in
case of death of
other children.

raised and paid, or applied for his, her, or their preferment or advancement in the world, by, under, or in pursuance of the power and authority hereinbefore mentioned or referred to, shall again from time to time accrue, or go to the then survivor or survivors, and other or others of the said children, and shall vest in and be payable between him, her, or them respectively, as hereinbefore declared, touching or concerning his, her, or their original share or shares of and in the said sum or sums of money, stocks, funds, and securities: PROVIDED always, nevertheless, and it is hereby agreed and declared between and by the parties to these presents, that if any daughter or daughters, younger son or younger sons of the body of the said I. H. the son, on the body of the said I. F. to be begotten, shall at any time or times hereafter, before he, she, or they shall attain his, her, or their age, or respective ages of ——— years, be engaged in, or dependant upon, any society or community of people residing in parts beyond the seas, having made any solemn declaration to remain under such engagement or dependency, unmarried, or shall at any time or times hereafter, before he, she, or they shall attain his, her, or their age, or respective ages of ——— years, as aforesaid, make any solemn declaration, or be under any obligation of celibacy, then and in such case, the portion or portions of such daughter or daughters, younger son or younger sons, shall be reduced to, and be only £—— a piece, and no more; and then and in that case, the residue of the portion or portions, otherwise hereby intended for such daughter or daughters, younger son or younger sons, shall go to such other daughter or daughters, younger son or younger sons, as shall not be engaged, or dependant upon any such society or community

SETTLEMENT.

Proviso for
forfeiture of
portions, in
case of any
child becoming a friar or nun.

SETTLEMENT.

Proviso of
raising money
for preferment
or advance-
ment of chil-
dren in the
world.

of people, or who shall not make such solemn declaration, or be under such obligation of celibacy, as aforesaid, and shall vest in, and be paid to such younger son or younger sons, daughter or daughters respectively, at such age, days, or times, and with such benefit or right of accretion or survivorship between or among them, (if more than one) as is hereinbefore mentioned respectively, his, her, or their original portion or portions: PROVIDED also, and it is hereby further agreed and declared between and by the parties to these presents, that it shall and may be lawful to and for the said *I. C.* and *C. B.* and the survivor of them, and the executors, administrators, and assigns of such survivor, at any time or times, after the decease of the said *I. H.* the son, or in his life-time, in case he shall so direct, by any writing or writings under his hand, to levy and raise, by the ways and means aforesaid, but subject and without prejudice, as hereinbefore is mentioned, all, or any part or parts of the portion or portions intended to be hereby provided for such younger sons and daughters as aforesaid, not exceeding in the whole for any such child, one moiety, or equal half part, or share of his, or her then expectant portion, and to pay and apply the money, so to be raised, for the preferment, advancement, or benefit of such child, in such manner as the said *I. C.* and *C. B.* or the survivor of them, or the executors, administrators or assigns of such survivor, shall, in their or his direction, think fit, notwithstanding the portion or portions of such child or children shall not then have become vested or payable: AND it is hereby agreed and declared between and by the parties to these presents, that the said *I. C.* and *C. B.* their executors, administrators, and assigns, do and shall, after the

Proviso for
maintenance
according to
appointment.

decease of the said *I. H.* the son, by and out of the interest, dividends, and produce of the said sum or sums of money, stocks, or securities, pay and apply for the maintenance and education of the child or children, for the time being, of the said *I. H.* the son, by the said *I. F.* for whom a portion or portions is, or are intended to be hereby provided, as aforesaid, in the mean time, and until his, her, or their portion or portions shall become payable, such yearly sum and sums of money as the said *I. H.* the son, at any time during his life, shall, by any deed or deeds, in writing, with or without power of revocation, to be sealed and delivered by him, in the presence of, and attested by, three or more credible witnesses, or by his last will and testament in writing, to be signed and published by him, in the presence of, and attested by three or more credible witnesses direct or appoint, not exceeding what the interest, dividends, or produce of the portion or portions, intended to be hereby provided for such child or children respectively, would consent to, at the rate of £——, for every £——, by the year, where he, she, or they, then entitled thereto, and in default of such direction or appointment, then such yearly sum or sums of money, and not exceeding the account of such interest, dividends, or produce, as aforesaid, as the said *I. C.* and *C. B.* or the survivor of them, or the executors, administrators, or assigns of such survivor shall think fit, the said yearly sum or sums of money for maintenance, to be free and clear of, and from all deductions and reprises whatsoever, and to be paid or applied by four equal quarterly payments, on or at the days and times herein-after mentioned, (that is to say,) the —— day of ——, the —— day of ——, the

SETTLEMENT.

Not exceeding
—— pounds
per cent. on
principal.

In default of
appointment,
then as trustees think fit.

Payable quarterly.

SETTLE-
MENT.

_____ day of _____, and the _____ day of _____, in every year, the first payment thereof to be made on such of the said days as shall happen next after the decease of the said *J. H.* the son: And upon this further trust, that, in case no child of the said *J. H.* the son, by the said *J. F.* shall become entitled to the said stocks, funds, or securities, under and by virtue of the trust hereinbefore declared, of and concerning the same, they the said *J. C.* and *C. B.* or the survivor of them, or the executors, administrators, or assigns of such survivor, do and shall transfer and assign the said stocks, funds, or securities, or so much thereof, respectively, as shall remain unapplied, upon the trusts hereinbefore declared, of, and concerning, the same, and the interest, dividends, and produce thereof, in manner hereinafter mentioned, (that is to say,) in case the said *J. F.* the younger, shall survive the said *J. F.* then do and shall immediately after the decease of the said *J. F.* and such failure of issue of her body, as aforesaid, transfer or assign all the said stocks, funds, and securities, and the interest, dividends, and produce thereof, or so much thereof, respectively, as shall remain unapplied, upon the trusts hereinbefore declared, of, or concerning the same, unto the said *J. H.* the son, his executors, administrators, or assigns, for his or their own use and benefit; but in case the said *J. F.* shall survive the said *J. H.* the son, then do and shall, after the decease of the said *J. H.* the son, and such failure of issue, as aforesaid, transfer or assign one equal third part or share of the said sum or sums of money, stocks, funds, or securities, and the interest, dividends, and produce thereof, to the said *J. F.* her executors, administrators, or assigns, for her and their own use and benefit, and do, and shall transfer and

In default of
children.

Then to be
transferred in
thirds.

assign the said remaining third part, or shares, of the said sum or sums of money, stocks, funds, and securities, and the interest, dividends, and produce thereof, to the executors or administrators of the said *I. H.* the son, as part of his personal estate: Provided always, and it is hereby agreed and declared between and by the parties to these presents, that if the said trustees, in and by these presents nominated and appointed, their executors, administrators, or assigns, or any future trustees, to be appointed in the stead, or place of them, or any of them, as hereinafter mentioned, shall die, or be desirous of being declared off, and from, or refuse, or decline, or become incapable to act in the trusts hereby in them reposed, as aforesaid, before the said trusts, or any of them, shall be fully executed, performed, or discharged, then and in such case, and when and so often as the same shall happen, it shall and may be lawful, to and for the said *I. H.* the son, and *I. F.* his intended wife, or the survivor of them, by any writing or writings, under their, his, or her hands and seals, or hand and seal, and to be attested by two or more credible witnesses, from time to time to nominate, substitute, or appoint any other person or persons to be a trustee or trustees in the stead or place of the trustee or trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act, as aforesaid, and that, when and so often as any new trustee or trustees shall be nominated or appointed, as aforesaid, all the trust-monies, and premises which shall then be vested in the trustee or trustees so dying, or desiring to be discharged, or refusing, or declining, or becoming incapable, as aforesaid, either solely or jointly with the other trustee or trustees, shall be thereupon, with all convenient speed, trans-

SETTLEMENT.

Proviso to
change trustees

SETTLEMENT.

and for vesting
property in
new trustee,

with like powers
as old
trustees had.

ferred, as aforesaid, in such sort or manner, and so as that the same shall and may be legally and effectually vested in the surviving or continuing trustee or trustees, and such new or other trustee or trustees, or if there shall be no continuing trustee or trustees, then in such new trustees only upon the same trusts as are hereinbefore declared of and concerning the same trust-monies and premises respectively, or such of them as shall be then subsisting and capable of taking effect; and that every such new trustee and trustees shall and may in all things act and assist in the management, carrying on, and execution of the trusts to which they shall be so appointed, in conjunction with the other then surviving or continuing trustee or trustees, if there shall be any such continuing trustee or trustees, if not then by themselves as fully and effectually and with all the same power and powers, authority and authorities of consent, approbation, direction, buying and investing, variation, alteration, transposition, or paying, transferring, assigning, giving, signing receipts and effectual indemnifications and discharges, and all other powers and authorities whatsoever, to all intents, effects, constructions and purposes whatsoever, as if he or they had been originally in and by these presents nominated and appointed trustee or trustees in these presents named, their or his executors or administrators, in or to whose place such new trustee or trustees shall respectively come or succeed, are or is enabled to do, or could or might have done under or by these presents if then living and continuing to act in the trusts hereby reposed in them or him, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding. PROVIDED always, and it is hereby agreed and declared between and by the parties to these presents, that the said trustees hereby nominated and appointed; and

such future trustee or trustees to be nominated as **SETTLE-**
aforesaid, each of them, and the heirs, executors, **MENT.**

administrators and assigns of them and each of
them, shall be charged and chargeable respect-
ively only for such monies as they or any of them
shall respectively actually receive by virtue of the
trusts hereby in them reposed, notwithstanding
his or their or any of their giving or signing, or
joining in giving or signing any receipt or receipts
for the sake of conformity, and that any one or
more of them shall not be answerable or account-
able for the others or other of them, or for the
acts, receipts, neglect or defaults of the others
or other of them, but each and every of them
only for his and their own acts, receipts, neg-
lects or defaults respectively, and that they
or any of them shall not be answerable or ac-
countable for any banker, broker or other per-
son, with whom or in whose hands any part of
the said trust-monies shall or may be deposited or
lodged for safe custody or otherwise, in the exe-
cution of any of the trusts hereinbefore mentioned;
and that they or any of them shall not at any time
be answerable or accountable for the insufficiency
or deficiency of any security or securities, stocks or
funds, in or upon which the said trust-monies or
any part thereof shall be placed out or invested,
nor for any other misfortune, loss or damage,
which may happen in the execution of any of the
aforesaid trusts, or in relation thereunto, except
the same happen by or through their own wilful
default respectively: AND also that it shall and
may be lawful to and for the said trustees, and
every of them, his, their, and each of their exe-
cutors and administrators, from time to time, by
and out of the trust-monies which shall come to
their or any of their hands, in the first place, to
deduct, retain, and reimburse themselves or
himself, all such loss, costs, charges, and ex-
penses, and

Trustees to be
chargeable
only with what
they receive,

and not for
each other.

SETTLEMENT.

penfes, as they or any or either of them fhall or may refpectively pay, fuffer, fustain, expend, or be in any wife put unto, in or about the execution, management, or defence of all or any of the trusts hereinbefore mentioned or created, or any matter or thing in any wife relating thereunto. In witness, &c.

Marriage Settlement of Money in the Funds, the Property of the Wife, with Provifos, &c. as in the Margin.

Recital of marriage intended, &c.

And that faid E. M. I. is intitled to — bank annuities, &c.

It was agreed, &c. that faid fums fhould be laid out, &c.

Upon trust, &c.

THIS INDENTURE tripartite, made the — day of —, in the — year of the reign of our fovereign lord George the —, by the grace of God, king, &c. and in the year of our Lord, —, between E. P. of —, in the city of —, merchant, of the firft part; E. M. I. of —, in the fame city, fpinfter, of the fecond part; and G. I. of —, in the county of —, draper, and W. W. of the third part: WHEREAS a marriage hath been agreed upon, and is intended with the permission of Almighty God to be foon had and folemnized, between the faid E. P. and E. M. I. And the faid E. M. I. being entitled to £— three per cent consolidated Bank annuities, and other perfonal eftates of the amount or value of £— or thereabouts, it was upon the treaty for the faid intended marriage propofed and agreed by and between the faid E. P. and E. M. I. that the faid £— three per cent consolidated bank annuities, fhould be transferred to the faid G. I. and W. W. and that other part of her perfonal eftate fhould be laid out in the purchafe of £—, like three per cent. consolidated bank annuities, in the names of the faid G. I. and W. W. making together £— three per cent. consolidated Bank annuities, upon the trusts, for the intents and purpofes, and with and fubject to the powers, provifos, declarations, and

agreements hereinafter declared and expressed of **SETTLEMENT.**
 or concerning the same: And that the said *E. P.* should in right or by virtue of the said intended marriage, have and be entitled to the residue of the personal estate of the said *E. M. I.* in order to his advancement in trade: And that the said *E. P.* should secure to be paid to trustees, if there should not be any issue of the said intended marriage living at the death of such of them the said *E. P.* and *E. M. I.* his intended wife as should first happen to die, or be born in due time after, the sum of £— upon such trusts and for such intents and purposes as are hereinafter mentioned of or concerning the same. **AND WHERE-**
 As the said *E. M. I.* hath, with the privity and consent of the said *E. P.* her intended husband, accordingly transferred the said £— three per cent. consolidated Bank annuities to the said *G. I.* and *W. W.* and with part of her personal estate purchased in their names the sum of £—, like Bank annuities, which said £— and £—, making together £— three per cent. consolidated Bank annuities, are now standing in the joint names of them the said *G. I.* and *W. W.* as by the books kept at the Bank, reference being thereunto had will appear. Now this Indenture witnesseth, that in pursuance and performance of the said proposal and agreement touching or concerning the said £— three per cent. consolidated Bank annuities, and in consideration of the said intended marriage, and for making some provision for the said *E. M. I.* in case the said intended marriage shall take effect, and she shall happen to survive the said *E. P.* her intended husband, and for the issue of the said intended marriage, if there shall be any such, it is hereby declared and agreed by and between all and every the parties to these presents, that the said sum of £— was so laid out and invested in the purchase of the said £—

And as to the rest to the use of the husband in trade.

And that said sum is so invested.

It is witnessed that for, &c.

It is hereby declared and agreed, &c. that the said sum, &c. and the said — shall be possessed thereof.

SETTLE-
MENT.

In trust, &c.
for the said
E. M. I. until
marriage so-
lemnized.

And afterwards
to the use of
wife for life.

Her receipts to
be a discharge.

three per cent. consolidated Bank annuities, in the names of the said *G. I.* and *W. W.* as aforesaid; and that they and the survivor of them, his executors, administrators and assigns, do and shall stand and be possessed of the said £—— three per cent. consolidated Bank annuities, and the dividends and annual produce thereof, upon the trusts, for the intents and purposes, and with and subject to the powers, provisos, declarations and agreements hereinafter declared and expressed of or concerning the same (that is to say): IN TRUST for the said *E. M. I.* her executors, administrators and assigns, in the mean time and until the said intended marriage between her and the said *E. P.* her intended husband shall be had and solemnized, and from and immediately after the solemnization of the said intended marriage, then upon trust, that the said *G. I.* and *W. W.* and the survivor of them, his executors, administrators and assigns, do and shall from time to time during the joint lives of the said *E. P.* and *E. M. I.* pay or cause to be paid all the dividends, interest and annual produce of the said £—— Bank annuities, as the same shall accrue and be received into the proper hands of her the said *E. M. I.* or to such person or persons as she in writing, signed with her proper hand, shall, notwithstanding her intended coverture direct or appoint, for her sole and separate use, benefit and disposal, exclusive of and free from the power, control, debts and engagements of the said *E. P.* her intended husband; and wherewith he shall not in any wise intermeddle, and the receipt or receipts of the said *E. M. I.* alone, or of such person or persons to whom she shall so direct or appoint the same to be paid as aforesaid, signed with her or their hand or hands, shall from time to time be a good and effectual discharge for so much of the said dividends, interest and annual produce as shall be

therein expressed and acknowledged to be received. AND from and after the decease of either of them the said *E. P.* or the said *E. M. I.* first dying, then upon trust, that they the said *G. I.* and *W. W.* or the survivor of them, his executors, administrators and assigns, shall and do permit and suffer the survivor of them the said *E. P.* and *E. M. I.* his or her assigns, to have, receive, and take the dividends, interest and annual produce of the said £—— Bank annuities, for and during the then remainder of the life of such survivor, to and for his or her own use and benefit. AND from and immediately after the decease of the survivor of them the said *E. P.* and *E. M. I.* his said intended wife, then as to the said Bank annuities upon trust, for all and every the child and children of the said *E. P.* on the body of the said *E. M. I.* his intended wife to be begotten, and to go or be paid, assigned and transferred to such child and children, at such time or times, and if more than one, in such shares and proportions, and with and subject to such provisos, conditions and limitations over (such limitations over being for the benefit of some or one of them), as the said *E. P.* and *E. M. I.* his intended wife, shall by any deed or deeds, writing or writings, with or without power of revocation, to be sealed and delivered by them in the presence of, and attested by two or more credible witnesses direct or appoint, and in default of such joint direction or appointment, then as the survivor of them the said *E. P.* and *E. M. I.* his intended wife, by any deed or deeds, writing or writings, with or without power of revocation, to be sealed and delivered by such survivor, in the presence of and attested by two or more credible witnesses, or by his or her last will and testament, in writing signed in the presence of and attested by the like number of witnesses shall direct or appoint, and in default of

SETTLEMENT.

Then upon trust for the survivor.

Then upon trust for children, in such manner and shares, &c. as they should appoint.

And for want of joint appointment, then,

as survivor should appoint.

SETTLE-
MENT.

And in default
of appoint-
ment, then

as to such
part thereof
where no such
appointment is
made, in trust
for children,
&c.

any such direction or appointment as aforesaid, then as to the whole of the said £—— Bank annuities; and in case any such direction or appointment shall be made, which shall not be a complete direction or appointment of the whole of the said £—— Bank annuities, then as to so much and such part of the same Bank annuities whereof no such direction or appointment as aforesaid shall be made. IN TRUST for all and every the child and children to whom or for whose benefit no part of the said £—— Bank annuities shall be so as aforesaid directed or appointed; if more than one, equally to be divided amongst them share and share alike; and if but one, then to such only child the share or shares of such child or children, being a son or sons, to be paid or assigned and transferred to him and them, as and when he or they shall attain his or their age or ages of — years respectively, or the same or any part or parts thereof, to be sooner disposed of, and applied for his or their preferment or advancement in the world; and the share and shares of such of them as shall be a daughter or daughters, to be paid or assigned and transferred to her or them, as and when she or they shall severally attain her or their age or ages of — years, or be married respectively, which shall first happen: But if any such child or children being a son or sons, shall attain his or their age or ages of — years, or being a daughter or daughters, shall attain her or their age or ages of — years, or be married in the lifetime of the aforesaid E. P. and E. M. I. or the survivor of them, then the said share or shares of such child and children, of and in the said £—— bank annuities, or so much thereof as shall not have been disposed of and applied for his or their preferment or advancement in the world, shall be paid or assigned and transferred to him, her, or them, immediately after the decease.

SETTLEMENT.

of the survivor of the said *E. P.* and *E. M. I.* or as soon after as may be; And notwithstanding the postponing the payment, assignment and transfer of the share and shares of such child and children until after the decease of the survivor of them the said *E. P.* and *E. M. I.* his intended wife as aforesaid, all and every such share and shares shall be and be deemed and considered as vested interests in such of the same children, who being a son or sons shall attain the age of — years, or die before that age leaving issue, and who being a daughter or daughters, shall attain that age, or be married in the lifetime of the said *E. P.* and *E. M. I.* his intended wife, or of the survivor of them: Provided always, that if any such child or children, being a son or sons, shall die without leaving issue, before he or they shall attain his or their age or ages of — years respectively, and being a daughter or daughters, shall die before she or they shall attain her or their age or ages of — years respectively; without having been married, then the share and shares of him, her, or them, so dying as aforesaid, or so much thereof as shall not have been disposed of and applied for his, her, or their preferment or advancement in the world, shall from time to time go, accrue and belong to the survivors and survivor, or others and other of such children, and be paid or assigned and transferred to him, her, or them, (if more than one,) equally share and share alike at such time or times and in the same manner to such surviving, or other child and children as is hereinbefore declared or expressed, touching his, her, and their original share or shares; and in case any other or others of the said children being a son or sons shall die before he or they shall attain his or their age or ages of — years, without issue, and being a daughter or daughters, shall die before she or they shall attain such age, without having been married, then

SETTLE-
MENT,

all and every the accruing or surviving share and shares of such child and children dying as afore-
said, shall again from time to time accrue and go
together, with his, her, or their original share or
shares, or so much thereof, as shall not have been
applied or disposed of for his or their preferment
or advancement in the world, to the then sur-
vivors or survivor, or others or other of the said
children, and shall be payable, assignable or trans-
ferrible, as when his, her, or their original share
or shares shall by virtue of these presents become
payable or assignable to him, her, or them. AND
upon further trust, that from and after the decease
of the survivor of them, the said *E. P.* and
E. M. I. they the said trustees, and the survivor
of them, and the executors, administrators or as-
signs of such survivor, do and shall in the mean
time, and until the share or shares of such child or
children, of and in the said £—— bank annu-
ities, shall become payable, assignable or trans-
ferrible to him, her or them respectively, pay, ap-
ply, and dispose of the dividends, interest, and
annual produce of the said £—— bank annuities,
or any part or parts thereof, in, for, or towards
the maintenance and education of such child or
children respectively, in such manner as they the
said trustees, or the survivor of them, or the ex-
ecutors, administrators or assigns of such survivor,
shall in their or his discretion think fit: Provided
always, and it is hereby declared and agreed, that
if there shall not be any child begotten by the said
E. P. on the body of the said *E. M. I.* his in-
tended wife, or if there shall be any child or chil-
dren begotten between them, and all and every
such child or children being a son or sons, shall
die without issue, before he or they shall attain his
or their age or ages of — years, and being a
daughter or daughter, shall die before she or they
shall attain her or their age or ages of — years,

SETTLE-
MENT.

without having been married, or if all or any part or parts of the said £—— bank annuities shall not become vested in or belong to such child or children, or have been disposed of and applied for his and their preferment or advancement in the world, then, and in any of the said cases, the said G. I. and W. W. and the survivor of them, and the executors and administrators of such survivor, shall stand and be possessed of the said £—— bank annuities, or so much thereof as shall not become vested in or belong to such child or children, or have been disposed of and applied for his or their preferment or advancement in the world, IN TRUST for the survivor of them the said E. P. and E. M. I. his intended wife, and the executors, administrators and assigns of such survivor. PROVIDED always, and it is hereby agreed and declared, between and by the said parties hereto, and the true intent and meaning of them, and of these presents nevertheless, is, that the said G. I. and W. W. and the survivor of them, and the executors, administrators and assigns of such survivor, may and shall at any time or times, during the lives of the said E. P. and E. M. I. his intended wife, or the life of the survivor of them, if they or the survivor of them shall by any writing or writings, signed with their hands, or the hand of the survivor of them, so order or direct, dispose of and apply the said £—— bank annuities, or any part or parts thereof, in, for, or in order to the preferment or advancement of any of the child or children of the said E. P. and E. M. I. in the world, in such manner as they or the survivor of them shall think fit, any thing herein contained to the contrary thereof notwithstanding. PROVIDED also, and it is hereby declared and agreed, by and between the said parties, to these presents, that it shall and may be lawful, to and for the said E. P. and E. M. I. his intended

Proviso for the trustees to pay part of trust-monies for preferment of children.

SETTLEMENT.

Power to
change trustees.

wife, and the survivor of them, at any time hereafter, and from time to time, by any writing or writings, signed with their hands, or the hand of the survivor of them, to nominate or appoint any other person or persons to be a trustee or trustees in the place and stead of the said *G. I.* and *W. W.* AND that when and so often as any trustee or trustees shall be so nominated or appointed as aforesaid, the said £—— bank annuities shall be thereupon, with all convenient speed, assigned and transferred by the then trustee or trustees, so and in such manner as that the same may and shall be legally and effectually vested in such new trustee or trustees, upon the like trusts, for the like intents and purposes, and with and subject to the like powers and provisos as are herein declared and expressed, of or concerning the said £—— bank annuities, or such of them as shall be then subsisting, or capable of taking effect; and that every such new trustee or trustees may and shall in all respects, act in executing the trusts aforesaid, as fully and effectually in all respects, and to all intents and purposes whatsoever, as if he or they had been originally by these presents nominated or appointed a trustee or trustees.

Power to transfer the said stock.

PROVIDED also, and it is hereby further declared and agreed, that the said trustee or trustees for the time being, may and shall at any time or times, during the lives of the said *E. P.* and *E. M. I.* with their consent and approbation, testified in writing, signed with their hands, and after the decease of either of them, then with the consent and approbation of the survivor of them, testified in writing, signed with the hand of such survivor, sell, transfer, and dispose of the said £—— bank annuities, or any part thereof, and invest or lay out the money arising thereby, in any other of the public stocks or funds, or on government or real securities at interest; all which stocks, funds, and

SETTLE-
MENT.

securities, may be from time to time altered, varied, assigned, transferred and disposed of, and the monies thereby arising again laid out and invested in or upon any new or other like stocks, funds or securities, as to the trustees or trustee for the time being shall seem meet, so as during the lives of the said *E. P.* and *E. M. I.* and the life of the survivor of them, the same be with such consent and approbation as aforesaid; and that the said trustees and trustee for the time being, do and shall stand and be possessed of all and every the stocks, funds, and securities, wherein or upon which the said trust monies or any part or parts thereof shall be invested or laid out, and the dividends, interest, and annual produce thereof, upon such trusts, for such intents and purposes, and under and subject to such powers, provisos, declarations and agreements, as are hereinbefore declared and expressed of or concerning the said £— bank annuities, and the dividends and annual produce thereof, or such and so many of them as shall be then subsisting or capable of taking effect: And the said *E. P.* in pursuance of the aforesaid proposal and agreement on his part; and for the considerations hereinbefore mentioned, doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said *G. I.* and *W. W.* their executors, administrators and assigns, that if there shall not be any issue of him the said *E. P.* on the said *E. M. I.* his intended wife begotten, living at the decease of such of them the said *E. P.* and *E. M. I.* as shall first happen to die, or be born in due time after, then and in such case, he the said *E. P.* his heirs, executors or administrators, shall and will, within the space of one calendar month then next following, well and truly pay, or cause to be paid, to the said *G. I.* and *W. W.* or the survivor of them, or the executors, administrators or assigns of such

Covenant from
husband.

SETTLEMENT.

survivor, the sum of £—— of lawful money of Great Britain: Upon the trusts hereinafter mentioned (that is to say,) if the said *E. M. I.* shall survive the said *E. P.* her intended husband, then in trust for her the said *E. M. I.* her executors, administrators and assigns; and if she shall die in the lifetime of the said *E. P.* then in trust for such person or persons, for such intents and purposes, and in such parts, shares or proportions, as she the said *E. M. I.* shall, notwithstanding her coverture by her last will and testament in writing, or any writing purporting to be, or being in nature of her will, to be signed by her in the presence of, and attested by two or more credible witnesses, give, or direct, or appoint the same. PROVIDED always, and it is hereby agreed and declared, that if the said *E. M. I.* shall die in the lifetime of the said *E. P.* her intended husband, without having as aforesaid, given, directed, or appointed, the said sum of £——, or any part thereof, to any person or persons; then and in such case, so much and such part or parts of the said sum of £—— as shall not have been by her so given, directed or appointed, as aforesaid, shall not be payable or paid to the said *G. I.* and *W. W.* or the survivor of them, or the executors, administrators or assigns of such survivor. PROVIDED also, and it is hereby likewise agreed and declared between and by the said parties hereto, that they the said *G. I.* and *W. W.* and other the trustees or trustee so to be nominated and appointed as hereinbefore mentioned; and each of them, their and each of their executors, administrators or assigns, shall only be chargeable with, or accountable for such sum and sums of money as they shall respectively, by the means hereinbefore mentioned, actually receive, and with or for no more. AND that the one of them shall not be answerable or accountable for

Provido that
trustees an-
swerable for
their own acts
only.

SETTLE-
MENT.

the other or others of them, or for the acts, receipts, neglects or defaults of the other or others of them, but each of them only for his own acts, receipts, neglects or defaults; and that they or any of them shall not be chargeable or answerable with or for any loss or damage which may happen by depositing or placing the said trust-monies, or any part thereof, in any bank or banker's hands, or elsewhere, for safe custody, or by investing or laying out the same, or any part thereof, in or upon any such stocks, funds or securities, as aforesaid, so as during the lives of the said E. P. and E. M. J. and the life of the survivor of them, the same be with such their consent and approbation, as hereinbefore mentioned, or otherwise howsoever, in the execution of the aforesaid trusts, or any of them, save only such as shall happen by reason or means of his or their respective wilful neglect or default; and that they the said trustees, and each and every of them, may and shall, out of the monies which shall come to their, either, or any of their hands, by virtue of these presents, retain to and reimburse him and themselves, and pay to his or their co-trustee or trustees all such costs, charges and expenses, as he, they, or any of them, shall or may respectively pay, suffer, sustain, expend, or be in any wise put unto, in or about the execution, management, or defence of all or any of the trusts hereinbefore mentioned or created, or in any manner or thing in any wise relating thereunto. In witness, &c.

SETTLE-
MENT.

Operative Part of a Settlement made by Father and Son, on latter coming of age, and to lead the Uses of a Recovery suffered thereupon.

Recitals.

WHEREAS the said *A. B.* being at the time of the date and execution of his will hereinafter mentioned, and also at the time of his death, seised and entitled in fee simple, of and to the manor, &c. hereinafter by these presents granted and released, or mentioned so to be, and also of and to divers hereditaments, which were afterwards by the act of parliament of the 17th year of his present Majesty hereinafter mentioned, vested in trustees to be sold for the purposes therein mentioned; and also of and to such of the manors, &c. hereinafter by these presents granted and released, or mentioned so to be, as are not hereinafter mentioned to have been purchased and settled since the decease of the said —, in manner hereinafter mentioned, did in and by his last will and testament in writing (duly executed as the law requires for devising freehold lands, tenements, hereditaments, and real estates) bearing date on or about the — day of —, which was in the year —, give and devise unto — and — therein named, and their heirs and assigns, all, &c. And whereas, the said —, departed this life on or about the — day of —, which was in the year —, without revoking or altering his said will, and without issue, leaving his said brother (then called —, but who thereupon in pursuance of a proviso or condition in the said testator's will in that behalf contained, took upon himself the surname of — only, and relinquished the surname of —) his heir at law: And whereas, the said —, afterwards intermarried with —, daughter of —, and by a certain deed-poll, or instrument in writing (duly exe-

SETTLE-
MENT.

cuted by him the said —, after his said marriage, in pursuance of articles entered into before the said marriage) bearing date on or about the — day of —, which was in the year — (reciting the said will of his said brother, and also the said articles entered into by the said — before his said marriage) he the said — in consideration of the said marriage, &c. And whereas, by an act of parliament made and passed in the — year of his present Majesty, King George the —, entitled, &c. [Reciting, &c. and reciting other matters:] it was enacted, &c. (then other deeds were recited) as in and by the said will, act of parliament, and the said several indentures, and other instruments herereinbefore recited or taken notice of, reference thereto being respectively had will more fully and at large appear. And whereas, the said *D. B.* eldest son of the said *T. B.* hath attained his age of — years: And whereas the said *T. B.* and *D. B.* have agreed to suffer common recoveries of all and singular the said manors, &c. in the said counties of —, and — devised in and by the said will, &c. other than and except such of the said hereditaments in the county of — aforesaid, as by the said recited act of parliament of the — year of his present Majesty, were vested in trustees therein named, in trust, to be sold for the purposes therein mentioned, and other than and except the prebend of — in the said county, &c. with the appurtenances, and which prebend is intended to be hereinafter by these presents conveyed upon such trusts as are hereinafter declared thereof, and of all and singular the said hereditaments and premises which were purchased with monies arising by sale of the said hereditaments in the said county of —, sold pursuant to the said act, and were settled to the uses of the said will of the said *B. D.* as aforesaid, and also

**SETTLE-
MENT.**

Considerations.

of the said hereditaments and premises which were purchased with or settled in lieu or consideration of monies arising from the sale of the said timber and other trees computed or mentioned in the schedule to the said act of the — year of his present Majesty as aforesaid, and likewise of the said lands and hereditaments which were taken by the said *T. B.* in exchange, from the said *P. W.* as aforesaid, and to limit, settle, and assure the same, in manner hereinafter mentioned: Now therefore, this indenture witnesseth, that in pursuance of the said agreement, and for barring, destroying, and extinguishing all estates tail, remainders and reversions of, and in all and singular the manors capital and other messuages, farms, lands, woods, mills, advowsons, tithes, rents, and hereditaments, hereinafter mentioned, to be hereby granted and released, and of limiting, settling, and assuring the same hereditaments and premises to, for, and upon the several uses, trusts, intents and purposes, and with, under, and subject to the several charges, powers, provisos, limitations, and agreements hereinafter mentioned, expressed, and declared of and concerning the same, and for and in consideration of the sum of — shillings, of lawful money of *Great Britain*, by the said *I. F.* to each of them the said *T. B.* and *D. B.* in hand paid upon or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations, them the said *T. B.* and *D. B.* thereunto moving, they the said *T. B.* and *D. B.* have, and each of them hath granted, bargained, sold, aliened, released, and confirmed, and by these presents, do and each of them doth, grant, bargain, sell, alien, release, and confirm, unto the said *I. F.* (in his actual possession, now being by virtue of a bargain and sale to him thereof made by the said *T. B.* and *D. B.* in consideration of

— shillings, by indenture bearing date the day next before the day of the date of these presents for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession) and to his heirs and assigns, all that, &c. &c. to have and to hold the said manors, advowsons, or capital and other messuages, mills, lands, woods, tithes, rents, tenements, hereditaments, and all and singular other the premises hereinbefore mentioned, by these presents granted and released, or mentioned, or intended so to be, with their and every of their rights, members, and appurtenances, subject nevertheless as hereinafter mentioned (that is to say) (as to the hereditaments and premises in the said county of —, comprised in the said mortgage or mortgages, so assigned to the said *E. H.* for securing the said sum of —, and interest, subject to the said mortgage or mortgages, and as to such of the said hereditaments and premises in the said county of —, as are in any wise subject to or chargeable with the yearly sum of — pounds, agreed by the said *B. D.* by articles bearing date the — day of —, —, made upon his marriage with the said dame *M.* his wife, now the wife of *H. E.* esq. to be settled upon the said dame *M.* in manner therein mentioned; subject to the said yearly sum of — pounds, in such manner as the same hereditaments and premises are subject thereto, and as to such of the said hereditaments and premises in the said county of —, as are charged and made chargeable with portions or provisions for the younger children of the said *T. B.* by the said dame *M.* his late wife, deceased; subject to such portions and provisions, and to the powers, remedies, and means of raising the same; and as to such of the said hereditaments and premises in

SETTLEMENT.
MENT.

Habendum.

Subject as
herein men-
tioned.

SETTLEMENT.

To I. F. upon
the following
uses.

To the use of
H. O. to make
him tenant to
the precipe
for suffering a
recovery.

the said county of —, as by the said indenture of the — day of —, —, are charged or made chargeable with the said annuity or yearly rent of — pounds, to the said *L. A.* now wife of the said *T. B.* during her life, in case she shall survive him, by way of jointure, and in bar of dower aforesaid, and with portions or provisions for the children, or an only child of the said *T. B.* by the said lady *A.* his wife, and with the said yearly sum of — pounds, in trust for the separate use of the said lady *A.* during the joint lives of herself and the said *T. B.* as aforesaid, subject to those several charges and provisions, and to the powers of distress and entry, terms of years, remedies, and means thereby given, appointed, and created for securing and raising the same; and as to the said hereditaments and premises in — aforesaid, in the said county of —, comprised in the said mortgage of the said *E. I.* for securing to her the payment of the said sum of — pounds, and interest as aforesaid, (subject to that mortgage) to the said *I. F.* and his heirs to the following uses (that is to say,) as, to, for, and concerning all and singular the said manor, capital, and other messuages, lands, woods, tenements, and hereditaments, in the said county of —, hereinbefore mentioned and intended to be by these presents granted and released as aforesaid, with their appurtenances, to the use of the said *H. O.* his heirs and assigns, to the intent and purpose that he the said *H. O.* may become and be perfect tenant of the immediate freehold thereof, and that one or more precipe or precipes may be brought against him, whereupon one or more common recovery or recoveries may, and shall be duly had and suffered of all and singular the same manor, capital, and other messuages, lands, woods, tenements, hereditaments, and premises in the said county of —, with the appurtenances, with

SETTLE-
MENT.

vouchers over, as hereinafter is expressed, and as, to, for, and concerning all and singular the said manors, capital and other messuages, lands, woods, advowsons, tithes, rents, tenements, and hereditaments and premises in the said county of — hereinbefore mentioned, to be by these presents granted and released with their appurtenances, to the use of the said R. E. his heirs and assigns, to the intent and purpose that he the said R. E. may become and be perfect tenant of the immediate freehold thereof; and that one or more precipe or precipes may be brought against him, whereupon one or more common recovery or recoveries may and shall be duly had and suffered of all and singular the said manors, capital, and other messuages, mills, lands, woods, advowsons, tithes, rents, hereditaments, and premises, with their appurtenances in the said county of —, with vouchers over, as hereinafter is expressed, and to the ends, intents, and purposes aforesaid, it is hereby covenanted, concluded and agreed upon, by and between all the said parties to these presents, that it shall and may be lawful to and for the said E. P. and I. H. or the survivor of them, at the proper costs and charges of the said T. B. as of last Trinity Term, or next Michaelmas Term, or some other subsequent term, to sue forth and prosecute out of his Majesty's high Court of Chancery, one or more writ or writs of entry, *Sur disseisin en le post*, returnable, and to be returned before his Majesty's justices in his Court of Common Pleas at Westminster, against the said H. O. thereby demanding the said manors, capital and other messuages, lands, tenements, woods, hereditaments, and premises in the said county of —, hereinbefore mentioned, to be by these presents granted and released, with their appurtenances, by such descriptions as will effectually

Form of the
recovery.

SETTLE-
MENT.

comprise the same: And also at the next, or some subsequent session or assize for the said county of ———, to sue forth and prosecute one or more writ or writs of entry, *Sur disseisin en le poft*, returnable, and to be returned before his Majesty's justices of the said county of ———, against the said *R. E.* thereby demanding the said manors, capital or other messuages, mills, lands, woods, advowsons, tithes, rents, hereditaments, and premises in the said county of ———, hereinbefore mentioned; to be by these presents granted and released, with their appurtenances, by such descriptions as will effectually comprise the same, to which respective writs the said *H. O.* and *R. E.* shall respectively appear gratis in their own proper persons, and respectively vouch, to warrant the said *D. B.* who shall thereupon appear gratis in his own proper person, or by his attorney, thereto lawfully authorised, and enter into the said warranty, and vouch over the said *T. B.* who shall thereupon appear gratis, and enter into the said warranty, and vouch over the respective common vouchers of the said courts, who shall also appear gratis, and enter into the said warranty, and after imparlance had, shall make default, so that proper judgment shall and may be thereupon had and given, and executions awarded thereon, and such other proceedings be thereupon had, as are usual and proper in common recoveries for assurance of lands, and all and every other act and acts, thing and things done and executed, needful and requisite for perfecting such common recoveries, as aforesaid: AND it is hereby agreed and declared between and by all the said parties to these presents, that as well the said common recoveries, so as aforesaid, or in any other manner, or at any times to be had and suffered, and after the said

Which when
suffered shall
ensure to the
uses after ex-
pressed.

SETTLEMENT

recoveries shall be suffered, these presents, and the assurance hereby made, and all and every common recoveries and recovery, and all and every fines and fine, and other conveyances and assurances in the law whatsoever, already had, made, done, acknowledged, levied, suffered, and executed, or hereafter to be had, made, done, acknowledged, levied, suffered, and executed, of the said manors, capital and other messuages, mills, lands, woods, advowsons, tithes, rents, tenements, hereditaments, and premises hereinbefore by these presents granted and released, or mentioned, or intended so to be, or any of them, or any part or parts thereof, by or between the said parties to these presents, or any them, are, is, shall, or may be parties or party, privies or privy, shall, as, to, for, and concerning all and singular the said manors, capital, &c. hereinbefore by these presents granted and released, or mentioned or intended so to be, and every of them, and every part thereof, with their and every of their appurtenances, be and enure, and shall be construed and adjudged, deemed and taken to be, and enure, and the same were and are meant and intended, and are hereby declared to be and enure, and the recoveries and recovery, and the said common recoveries, and the conusees and conusee in the said fines respectively named, or to be named, and their and his heirs, shall stand and be seised of all and singular the said manors, capital and other messuages, &c. hereinbefore by these presents granted and released, and every of them and every part thereof, with their and every of their appurtenances, to, upon, and for the several uses, trusts, intents, and purposes, and with, under, and subject to the several charges, powers, provisos, limitations, declarations, and agreements hereinafter by these

SETTLEMENT.

As to part of
the premises to
corroborate
former uses.

presents mentioned, expressed, declared, and contained; of and concerning the same, (that is to say) to, for, and concerning all such, and so much of the said manors, &c. in the said county of ———, as in and by the said hereinbefore recited deed-poll of the ——— day of ———, are charged, or made chargeable with portions, maintenance, and provisions for the younger children of the said T. B. by the said dame M. his wife, deceased, or expressed, meant, or intended so to be, to the use, intent, and purpose of corroborating, assuring, and confirming such portions, maintenance, and provisions for the said younger children, as in and by the said deed-poll of the ——— day of ———, are charged or appointed, or expressed, meant, or intended so to be, and all and every the powers, provisions, limitations, devises, remedies, and means thereby given, limited, and appointed, or expressed, meant, or intended so to be, for raising and securing the same, according to the import, true intent and meaning of the said deed-poll, and as to, for, and concerning all such, and so much of the said manors, messuages, lands, tenements, hereditaments, and premises in the said county of ———, as in and by the said hereinbefore recited indenture of the ——— day of ———, are charged, or made chargeable with the said annuity or yearly rent of £——, to the said lady A. now wife of the said T. B. during her life, in case she shall survive him, by way of jointure, and in bar of dower, and with portions, maintenance, and provision for the children, or an only child, of the said T. B. by the said lady A. now his wife, and with the said yearly sum of £——, in trust, for the separate use of the said lady A. during the joint lives of herself and the said T. B. by way of pin-money, as aforesaid, and all and every the powers of distress, and entry, terms of years, remedies,

SETTLEMENT.

and means thereby given, limited, appointed, or created, or expressed, meant, or intended, so to be, to the use, intent, and purpose of corroborating, assuring, and confirming the said annuity, or yearly rent of £——, and the said portions, maintenance, and provision for the children, or an only child, of the said T. B. by the said lady A. his now wife, and by the said indenture of the —— day of ——, charged and appointed, or expressed, meant, or intended so to be, and the said yearly sum of £——, thereby secured, for the separate use of the said lady A. by way of pin-money, as aforesaid, and all and every the powers of distress and entry, term of years, remedies, and means thereby given, limited, appointed, or created, or expressed, meant, or intended so to be, for recovering, securing, and raising the same respectively, according to the import, true intent, and meaning of the said indenture of the —— day of ——, and as to, for, and concerning all and singular the said capital, &c., hereinbefore by these presents granted and released, or expressed and intended so to be, with their, and every of their appurtenances, subject, and charged and chargeable, as hereinbefore is mentioned; to the use of such person and persons for such estate and estates, and upon such trusts, and for such intents and purposes, and with and subject to such powers, provisos, and agreements, and charged and chargeable, in such manner, and with such limitations, and remainders over as they the said T. B. and D. B. at any time or times during their joint lives, by any deed or deeds, instrument or instruments in writing, to be by them sealed and delivered, in the presence of, and attested by two or more credible witnesses, and to be either with or without power of revocation, and new appointment of uses as to them may seem meet, shall from time

As to other premises, to such uses as father and son shall jointly appoint.

SETTLEMENT.

And in default
of appointment

to secure an
annuity to the
son during the
father's life,

to secure an
annuity to the
son during the
father's life,

to time, and at any time or times, jointly direct, limit or appoint of or concerning the said manors, &c. or any of them, or any part or parts, parcel or parcels thereof; and as well in default of such direction, limitation and appointment and until the same shall be made, and likewise in case any such direction, limitation or appointment, shall be made and executed by the said *T. B.* and *D. B.* of only part of the said hereditaments and premises, or of only part of the whole and entire estate and interest therein, then as, to, for, and concerning all and singular the said manors, capital and other messuages, &c. which shall remain unappointed or undisposed of, or concerning which no complete direction or appointment shall be made, and when and as the several estate and estates, interest and interests, thereby to be limited, directed or appointed, of or in all or any of the said hereditaments and premises, shall respectively end and determine. To the several uses, upon the several trusts, and to and for the several intents and purposes, and with, under, and subject to the several powers, provisos, limitations and agreements, hereinafter by these presents mentioned, expressed, declared and contained, of and concerning the same, (that is to say :) To the use, intent and purpose that the said *D. B.* and his assigns shall and may yearly and every year during the natural life of the said *T. B.* if he the said *D. B.* shall so long live, have, receive and take by and out of the rents, issues and profits of the said manors, messuages, &c. one annual sum or yearly rent charge of — of lawful money of Great Britain, to be issuing and going out of all and singular the said hereditaments and premises, and every or any part or parcel thereof, and to be paid and payable to the said *D. B.* and his assigns during his life, at the four most usual feasts or days of payment in the year (that is to say,) the feast day, &c. &c. &c. &c. in every

year, by equal portions, free and clear and without any deduction or abatement whatsoever, for or in respect of any taxes, rates, assessments or impositions, to be taxed, rated, assessed or imposed on the said annual sum or yearly rent-charge of —, or any part thereof, or on the said *D. B.* or his assigns, in respect thereof, or on the said manors, &c. so hereby charged or made chargeable therewith, or any of them, or any part thereof, or on any person or persons in respect thereof, by authority of parliament or otherwise, for or in respect of any other matter, cause, or thing whatsoever; the first payment thereof to begin and be made on the feast of *St. Michael* the archangel next ensuing the date of these presents; and to this further use, intent and purpose, that if it shall happen that the said annual sum or yearly rent of — hereby made payable, and directed to be issuing out of the said premises, to and for the benefit of the said *D. B.* as aforesaid, shall at any time or times be behind or unpaid by the space of — days next over or after any of the same feasts or days of payment, whereon the same is hereby appointed to be paid as aforesaid, then and so often it shall and may be lawful to and for the said *D. B.* and his assigns, into and upon the said manors, messuages, lands, tenements, hereditaments and premises, hereby charged and made chargeable therewith as aforesaid, or into and upon any part or parts thereof to enter and distrain, and the distress and distresses then and there found to take, lead, drive, and carry away and impound, and in pound to detain until the said annual sum or yearly rent-charge of —, and all arrears thereof, and all costs, charges and expenses incurred in taking such distress and distresses, shall be fully paid and satisfied; and in default of payment in due time after any distress and distresses shall be so taken,

SETTLEMENT.

with powers
of distress and
entry.

SETTLE-
MENT.

to appraise and sell and dispose of the said distres and distresses, or otherwise act therein according to law, to the intent that thereby the said *D. B.* and his assigns shall and may be fully paid and satisfied the said annual sum or yearly rent-charge of —, and all arrears thereof, and all costs, charges and expenses, attending the recovery thereof, and likewise to this further use, intent and purpose, that in case all or any part of the said annual sum or yearly rent-charge of — shall at any time or times be behind or unpaid by the space of — days next over or after any of the said feasts or days of payment, whereon the same is hereby appointed to be paid as aforesaid, then and so often, although no formal demand shall be made thereof, it shall and may be lawful to and for the said *D. B.* and his assigns, into and upon the said manors, &c. hereby charged and made chargeable therewith as aforesaid, or into or upon any part or parts thereof in the name of the whole to enter, and the possession thereof to take and retain, and the rents and profits thereof to have, receive and take, to and for his and their own use and benefit, until he or they shall be, therewith, or otherwise fully paid and satisfied the said annual sum or yearly rent-charge of — pounds, and all arrears thereof, or so much thereof, as shall be behind at the time of such entry, and also so much thereof as shall incur and grow due during such time as he or they shall continue in the possession of the said premises, after and by means of such entry as aforesaid, together with the full costs, charges, and expenses paid, expended, incurred, and sustained for or by reason or means of the non-payment or detention thereof, such possession when taken to be without impeachment of waste. AND as, to, for, and concerning all and singular the said manors, &c. hereinbefore by these presents granted and released, or expressed

As to all the
preceding pre-
mises.

or intended so to be, with their and every of their appurtenances (subject and charged and chargeable as hereinbefore is mentioned) to the use of the said *T. B.* and his assigns, during the term of his natural life, without impeachment of waste, with such and the like powers of leasing, jointuring, or portioning, and with such preference, notwithstanding any of the limitations or charges hereinafter contained or expressed, as he the said *T. B.* was entitled to, or were vested in him under or by virtue of the said will of his said brother *B. B.* deceased, and the said act of parliament of the — year of the reign of his present majesty, and the several indentures of settlement hereinbefore recited, immediately before his sealing and delivering these presents, or would have been entitled to, if these presents had not been made, and the said common recoveries hereby agreed to be suffered were not to be suffered; but so nevertheless, as not to receive the said power of leasing, so far as the same was extinguished by the said act of the — year, &c. and from and after the determination of that estate by forfeiture or otherwise, in the life time of the said *T. B.* to the use of the said *E. P.* of —, and *I. H.* their heirs and assigns, during the life of the said *T. B.* in trust, to preserve the contingent uses and estates hereinafter limited, from being destroyed or defeated, and for that purpose to make entries and bring actions as the case may require; but nevertheless, to permit the said *T. B.* and his assigns, to receive and take the rents, issues, and profits of the said premises during his life, to and for his and their own use and benefit, and from and immediately after the decease of the said *T. B.* as, to, for, and concerning the said manor of —, and all and singular the said messuages, &c. in the said county of —, with their appurtenances, to the use of the said *C. W.* and *I. H.* their ex-

SETTLEMENT.

To the use of the father for life.

Remainder to trustees to preserve contingent remainders.

Remainder as to part of the premises to trustees, for a term of — years.

SETTLEMENT.

Remainder as
to all the pre-
mises to the son
for life.

Remainder to
trustees to pre-
serve contin-
gent remain-
ders.

Remainder in
strict settle-
ment.

cutors, administrators, and assigns, for the term of ——— years, from thenceforth next ensuing, without impeachment of waste; upon such trusts nevertheless, and to and for such intents and purposes, and subject to such powers, provisos, declarations, and agreements, as are and is herein-after expressed, declared, and contained of and concerning the said term and estate. AND as, to, for, and concerning the said manor of ———, and all and singular the messuages, &c. with their appurtenances, from and immediately after the expiration or other sooner determination of the said term of ——— years, and subject thereto, and to the trusts thereof in the mean time; and also as, to, for, and concerning all and singular the messuages, &c. hereinbefore by these presents granted and released, or expressed or intended so to be, with their and every of their appurtenances, subject and charged and chargeable as aforesaid, from and immediately after the decease of the said *T. B.* to the use of the said *D. B.* eldest son of the said *T. B.* and his assigns, for and during the term of his natural life, without impeachment of waste. AND from and immediately after the determination of that estate by forfeiture or otherwise, in the life time of the said *D. B.* to the use of the said *E. P.* and *I. H.* their heirs and assigns, during the life of the said *D. B.* in trust to preserve the contingent uses and estates hereinafter limited from being destroyed or defeated, and for that purpose to make entries and bring actions as occasion shall require, but nevertheless, to permit and suffer the said *D. B.* and his assigns, to have, receive, and take the rents, issues, and profits of the said premises during his life, for his and their own use and benefit, and from and after the decease of the said *D. B.* to the use of the first son of the body of the said *D. B.* lawfully to be begotten, and the heirs male of the body of such first son

issuing, and for want of such issue, &c. &c. and for want of such issue to the use of the said *T. B.* and the heirs of his body issuing, and for want of such issue, to the use of the said *D. B.* his heirs and assigns for ever, and as, to, for and concerning the said term and estate of ——— years, hereinbefore by these presents limited to the use of the said *C. W.* and *I. H.* their executors, administrators, and assigns, of and in the said manor, &c. it is hereby declared and agreed, between and by the said parties to these presents, that the said term and estate of ——— years, of and in the same premises, was and is so limited to them upon the trusts, and to and for the intents and purposes, and subject to the proviso hereinafter mentioned, expressed, declared, and contained, of and concerning the same (that is to say) upon trust, that in case the said *D. B.* shall survive the said *T. B.* his father, they the said *C. W.* and *I. H.* or the survivor of them, or the executors, administrators, or assigns of such survivor, shall and do by mortgage, sale, or other disposition of the said manor, messuages, lands, hereditaments, and premises comprised in the said term of ——— years, or of a competent part thereof, or by the rents, issues, and profits of the same premises, or by all or any of the said ways or means, or by such other ways and means as to the trustee or trustees for the time being of the same term shall seem meet, levy and raise such sum or sums of money not exceeding in the whole, the sum of ——— pounds, and pay, apply, and dispose of the same, to such person and persons, and for such purposes, or to the said *D. B.* himself, as he the said *D. B.* at any time or times by any deed or deeds, instrument or instruments in writing, to be sealed and delivered by him after the decease of the said *T. B.* in the presence of, and to be attested by two or more

SETTLEMENT.

Remainder in fee to the son.

Trusts of the — years, term declared.

In trust to raise a sum of money, &c.

SETTLEMENT.

And then to
pay over the
remainder of
the rents, &c.

credible witnesses, or by his last will and testament in writing, or any codicil thereto, signed and published by him in the presence of, and attested by the like number of witnesses, shall direct or appoint. AND upon further trust, that they the said *W. C.* and *I. H.* or the survivor of them, and the executors, administrators, or assigns of such survivor, do and shall, in the mean time, and until such sum or sums as aforesaid, not exceeding the said sum of — pounds, or some part thereof, shall be raised or become raiseable, and permit or suffer the rents, &c. comprised in the said term of — years, and after the said sum or any part thereof shall be raised or become raiseable, the residue and overplus of the rents, &c. of the same hereditaments and premises which shall remain and not be applied in the execution of the said trust hereinbefore declared of the same term, to be received and taken from time to time, by the person or persons who for the time being, shall be entitled to the remainder or reversion of the said hereditaments and premises immediately expectant on the determination of the said sum of — pounds, subject nevertheless, and charged in manner hereinbefore mentioned: Provided always, that if the said *D. B.* shall not make or execute any such direction or appointment as aforesaid, for raising the said sum of — pounds, or any part thereof, or if the said *D. B.* shall make or execute any such direction or appointment, then and when so soon afterwards as the said trusts of the said term shall be fully performed and satisfied, and when all such costs, charges, and expenses as the said *W. C.* and *I. H.* or either of them, their or either of their executors or administrators shall sustain, incur, or be put unto, in and about the execution of the said trusts shall be paid, satisfied, and discharged, the said term of

Proviso for
ceasing the
term.

— years, of and in the said manor, hereditaments, and premises therein comprised of, and in so much or such part or parts thereof, as shall remain unmortgaged, unfold, and undisposed of, in execution of or for the purposes of the said trusts, shall cease, determine, and be absolutely void, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding: Provided always, and it is hereby agreed and declared, by and between all the said parties to these presents, that as, to, for, and concerning all and singular the hereditaments and premises hereinbefore by these presents granted and released or mentioned, or intended so to be, the said *T. B.* shall have and be intitled to, and it shall and may be lawful to and for him to exercise and execute the said common recoveries so agreed to be suffered as aforesaid, when suffered and perfected and shall enure, to the use and intent that the said *T. B.* shall have and be entitled to, and enabled to exercise and execute such and the same or the like powers of leasing, jointuring, and portioning, as he the said *T. B.* at the time of and immediately before his sealing and delivering these presents, had, or was entitled to, under or by virtue of the said will of his said brother *D. B.* and the said act of, &c. and the said several indentures or settlements hereinbefore recited, whereby lands or other hereditaments were conveyed, settled, and limited to the uses of the said will of the said *D. B.* or could or might have exercised or made use of if these presents had not been made, and the recoveries agreed to be suffered were not to be suffered; but so nevertheless, as not to revive his power of leasing so far as the same was extinguished by the said act of, &c. PROVIDED ALSO, and it is hereby agreed and declared, between and by the parties to these presents, that it shall and may be lawful to and for the said *D. B. I. B. H. B. T. B.*

SETTLEMENT.

Proviso for the father to retain the same powers of jointuring, &c. as under former settlements.

Leasing powers to the persons in possession.

**SETTLE-
MENT.**

C. B. S. B. E. B. and R. B. &c. severally and respectively, when and as they shall severally and respectively come into and be in actual possession of the same hereditaments and premises hereinbefore by these presents granted and released, or any part or parts thereof, or intitled in possession to the yearly rents and profits thereof, by virtue of or under any of the limitations hereinbefore contained, and be of the full age of ——— years, and to and for the guardian or guardians of any person or persons who for the time being shall be entitled in possession as aforesaid, by virtue of or under any of the limitations hereinbefore contained, and shall be under the full age of ——— years, during the minority of such person, from time to time, by indenture or indentures under their respective hands and seals, to demise, lease, or grant any part or parts of the said hereditaments and premises (other than and except the said mansion house, &c. and the lands usually occupied therewith) unto any person or persons for any term or number of years, not exceeding ——— years, from the making such lease or leases respectively, so as on every such lease, demise, or grant, there be reserved or made payable during the continuance thereof, and to be incident to the immediate remainder or reversion of the said premises, the best and most improved yearly rent or rents that can or may be reasonably had or gotten for the same, at the time or times of making or granting such lease or leases respectively, without taking any fine, premium, or foregift, for the making or granting thereof, and so as in every such lease, demise, or grant, there be contained a condition of re-entry for non-payment of the rent or rents thereby reserved, and so as every such lease or demise be so framed as that there be not therein contained, any clause or clauses whereby any power or authority shall expressly or by

implication, be given to any lessee or lessees **SETTLE-
MENT.** whatsoever, to do or commit waste, or whereby

the lessee or lessees shall be exempted from punishment for committing waste, and so as the respective lessees to whom such leases shall be, from time to time made or granted, do severally execute counterparts of their respective leases:

Provided also, and it is hereby agreed and declared, between and by the said parties to these Powers of leasing for lives.

presents, that it shall and may be lawful to and for the said *T. B.* so long as he shall be in the actual possession of the hereditaments and premises hereinbefore by these presents granted and released, or mentioned or intended so to be, or any part or parts thereof, or entitled to the yearly rents and profits thereof, by virtue of or under any limitation hereinbefore contained, and also to and for the said *D. B. I. B. &c. &c.* severally and respectively, when and as they shall severally and respectively come into, and be in the actual possession of the said hereditaments and premises, or any part or parts thereof, or entitled in possession to the yearly rents and profits thereof, under or by virtue of any of the limitations hereinbefore contained, being of full age, from time to time, by indenture or indentures, under their respective hands and seals, to demise, lease, or grant in possession, but not reversion, any part or parts of the said hereditaments and premises, of which he or they respectively shall be so in possession, or to the rents and profits whereof he or they respectively shall be so entitled, other than and except the said mansion house, &c. unto any person or persons, for one, two, or three life or lives in being at the time or respective times of making or granting such lease or leases respectively, so as on every such lease, demise, or grant, there be reserved and made payable during the continuance thereof, and to be incident to the immediate remainder or re-

**SETTLE-
MENT.**

version of the said premises, the best and most improved yearly rent or rents that can at the time or times of making or granting such lease or leases respectively, be reasonably had or gotten for the premises thereby demised or granted, consistently with the acceptance of a fine or foregift, not exceeding ——— year's rent value, or income of the premises so demised or granted, and without taking any greater fine, premium, or foregift, for the making or granting any such lease or leases respectively, and so as in every such demise, lease, or grant, there be contained a condition of re-entry for non-payment of the rent or rents thereby reserved, and so as every such demise, lease, or grant, be so framed, as that there be not therein contained, any clause or clauses whereby any power or authority shall expressly or by implication be given to any lessee or lessees whatsoever, to do or commit waste, or whereby any such lessees or lessee shall be exempted from punishment for committing waste, and so as the respective lessees to whom such leases shall be made or granted, do severally execute counterparts of the said respective leases: Provided always, and it is hereby further agreed and declared, between and by the said parties to these presents, that it shall and may be lawful to and for the said *T. B.* as long as he shall be in the actual possession of the hereditaments and premises hereinbefore by these presents granted and released, or any part or parts thereof, or entitled to the yearly rents and profits thereof, by virtue of or under any limitation hereinbefore contained, and also to and for the said *D. B. I. B. &c. &c.* severally and respectively, when and as they shall severally and respectively come into, and be in the actual possession of the said hereditaments and premises, or any part or parts thereof, or entitled in possession to the yearly rents and profits thereof, under or

Power of leasing houses for lives.

SETTLE-
MENT.

by virtue of any of the limitations hereinbefore contained, being of full age, from time to time, by indenture or indentures, under their respective hands and seals, to demise, lease, or grant any part or parts of the said premises, being a messuage or cottage with the appurtenances, either with or without land thereto, such messuage or cottage with its appurtenances and land thereto, to be comprised in each lease, not being of any greater annual improved rent or value than — pounds a year, or any piece or parcel of land, for the purposes of erecting or building any messuage or cottage thereon, such lands to be comprised in such lease, not being of any greater or improved rent or value than — pounds a year, of which he or they respectively shall be so in possession, or to the rents and profits whereof he or they respectively shall be so entitled, unto any person or persons for one, two, or three life or lives in possession or reversion, so as that no greater estate be at any one time subsisting, of or in any such tenement, by virtue of any such grant or grants, demise or demises, lease or leases, than will run out and expire by the death of three persons, all then in being, reserving on every such lease, demise, or grant, during the continuance thereof, and to be incident to the immediate remainder or reversion of the said premises, such yearly rent or rents, as he or they respectively shall, in his or their discretion think fit, so as in every such demise, lease, or grant, there be contained a condition of re-entry for non-payment of the rent or rents thereby reserved, and so as every such demise or lease be so framed, as that there be not contained therein, any clause or clauses whereby any power or authority shall expressly or by implication be given to any lessee or lessees whatsoever, to do, or commit waste, or whereby any such lessee or lessees shall be exempted from pu-

SETTLEMENT.

Power to the son of appointing a jointure to any wife.

nishment for committing waste, and so as the respective lessees to whom such leases, shall be from time to time made or granted, do severally execute counterparts of their respective leases: Provided also, and it is hereby further agreed and declared, between and by the said parties to these presents, that it shall and may be lawful to and for the said *D. B.* when he shall come into and be in the actual possession of the said hereditaments and premises, or entitled in possession to the yearly rents or profits thereof, by virtue of or under the limitation hereinbefore to him thereof made, either before or after his intermarriage with any woman or women, by any deed or deeds, instrument or instruments in writing, with or without power of revocation, to be by him sealed and delivered, in the presence of and attested by two or more credible witnesses, or by his last will and testament in writing, or any codicil thereto, to be by him signed in the presence of and to be attested by two or more such witnesses, to grant, limit, or appoint to, or to the use of any woman or women, whom he shall marry or take to wife, for her or their life or lives, and in full or in part only of her or their jointure or jointures, and in bar of her or their dower or dowers, any annual or yearly rent-charge to be issuing out of and charged and chargeable upon all or any of the said hereditaments and premises of which he shall be so in actual possession, or to the rents and profits whereof he shall be so entitled in possession, so as such annual sum or yearly rent-charge, do not exceed the sum of — pounds by the year, free from all taxes, impositions, and deductions whatsoever, parliamentary or otherwise, and to be payable half yearly or quarterly, with such powers of distress, entry, detention, possession, and perception of profits, for recovery of such annual sum or yearly rent-charge when

in arrear, and such term or terms of years, for better securing the due payment thereof, to take effect immediately after the decease of the said *D. B.* as to him the said *D. B.* shall seem meet: Provided also, and it is hereby further agreed and declared, between and by the said parties to these presents, that it shall and may be lawful to and for the said *D. B.* when he shall come into and be in the actual possession of the said hereditaments and premises, or entitled in possession to the yearly rents and profits thereof, by virtue of or under limitation hereinbefore to him thereof made, by any deed or deeds, instrument or instruments in writing, with or without power of revocation, to be by him sealed and delivered, in the presence of, and attested by two or more credible witnesses, or by his last will and testament in writing, or any codicil thereto, to be by him signed in the presence of, and attested by two or more such witnesses, to charge all or any part or parts of the said hereditaments and premises of which he shall be so in the actual possession, or to the rents and profits whereof he shall be so entitled in possession, with and for the payment of such principal sum or sums of money for the portion or portions of all and every or any of the children or child of the body of him the said *D. B.* lawfully to be begotten, other than and except an eldest or only son, being the heir at law or heir apparent of the said *D. B.* as is and are hereinafter mentioned (that is to say) if there be but one such child, other than and except or not including such eldest or only son as aforesaid, with and for the payment of any sum or sums of money, not exceeding in the whole, the principal sum of ——— pounds, if there shall be two such children and no more (other than and except or not including such eldest or only son as aforesaid) then with and for the payment of any sum

SETTLEMENT.
MENT.

Power to the son of appointing portion for younger children.

The proportion of the sums to be raised.

SETTLEMENT:

To be paid as
the son shall
direct.

or sums of money, not exceeding in the whole, the principal sum of — pounds, if there shall be three such children and no more, other than, &c. then with and for the payment of any sum or sums of money, not exceeding in the whole, the principal sum of — pounds, if there shall be four such children and no more other than, &c. then with and for the payment of any sum or sums of money, not exceeding in the whole, the sum of — pounds, but if there shall be five or more such children, other than, &c. then with and for the payment of any sum or sums of money, not exceeding in the whole, the principal sum of — pounds, to be payable at such age or ages, time or times, in such parts, shares, and proportions, and with such maintenance for such child or children, not exceeding the interest of his, her, or their said portion or portions respectively, after the rate of — pounds, for — pounds for a year, until his, her, or their said portion or portions shall become payable, and with such clauses of vesting, and accruer or survivorship, so as that no one such child shall become entitled to more than the principal sum of — pounds in the whole, nor any two such children to more than the principal sum of — pounds between them, nor any three to more than the principal sum of — pounds among them, nor any four to more than the principal sum of — pounds among them, nor any five or more to more than the principal sum of — pounds among them, as the said *D. B.* at any time or times, by the same or any other deed or deeds, instrument or instruments in writing, with or without power of revocation, to be by him sealed and delivered, and to be attested as aforesaid, or by such his last will and testament in writing, or any codicil thereto, signed and attested as aforesaid, shall direct or appoint; and in default of such appoint-

Mode of pay-
ment.

SETTLEMENT.

ment, to be paid to such child or children, being a daughter or daughters, at her or their age or respective ages of — years, or day or respective days of marriage which shall first happen, or being a son or sons at his or their age or respective ages of — years, as to such of them as shall attain such age or ages, time or times, after the decease of the said *T. B.* together with interest, after the rate aforesaid from his decease, till such payment by way of maintenance, and as to such of them as shall attain such age or ages, time or times, in his life time, to be paid immediately after his decease, and with benefit of accruer or survivorship, to the survivors or survivor, others or other of them, in case any of them being a daughter or daughters shall die under the age of — years, without having been married, or being a son or sons shall die under that age, or become an eldest or only son and heir as aforesaid, but so as not to exceed the sum of £—— for one, or £—— for two, or £—— for three, or £—— for four, or £—— for five or more living, to become entitled to a vested interest or vested interests. AND it is hereby agreed and declared, that for the purposes aforesaid, it shall and may be lawful to and for the said *D. B.* (being entitled in possession as aforesaid,) by the same or any other deed or deeds, instrument or instruments, in writing so sealed, delivered, and attested as aforesaid, or by his last will and testament in writing, or any codicil thereto so signed and attested as aforesaid, to grant, demise, limit or appoint, the hereditaments and premises which he should so charge, with any sum or sums of money, for such portion or portions as aforesaid, unto any person or persons, for any term or number of years, without impeachment of waste: Upon trust, for raising and securing such portion or portions, and maintenance, and in the usual manner, and by the

Power of creating terms for securing the same.

SETTLEMENT.

Powers to the remainder-men as they come into possession to make jointures.

usual ways or means, or in any manner, or by any ways or means which shall seem meet or expedient. PROVIDED also, and it is hereby further agreed and declared, between and by the said parties to these presents, that it shall and may be lawful to and for them the said *I. D. B. &c.* severally and respectively, when and as they shall severally and respectively come into and be in the actual possession of the said hereditaments and premises, or entitled in possession to the yearly rents and profits thereof, under or by virtue of any of the limitations hereinbefore contained, either before or after their respective intermarriages with any woman or women, by any deed or deeds, instrument or instruments in writing, with or without power of revocation, to be by them respectively sealed and delivered in the presence of, and to be attested by two or more credible witnesses, or by their respective last wills or testaments in writing, or any codicil or codicils thereto to be by them respectively signed in the presence of, and to be attested by three or more such witnesses, but without prejudice to any preceding jointure or jointures, portion or portions, charge or charges, affecting the said premises, to grant, limit or appoint to or for the use of any woman or women whom they shall respectively marry or take to wife, for the life or lives of such woman or women respectively, and in full or in part of her or their jointure or jointures respectively, and in bar of her or their dower or dowers respectively, to take effect immediately after the decease of the person so limiting, granting or appointing the same from time to time, any annual sum or yearly charge, not exceeding £—— by the year, tax free, and without any deduction as aforesaid, and to be issuing out of and charged and chargeable upon all or any of the said hereditaments and premises, to be payable half yearly or quarterly, with

SETTLEMENT.

such powers of distress, entry, detention of possession, and perception of profits, for recovery of such annual sums or yearly rent-charges respectively, when in arrear, and such term or terms of years for better securing the due payment thereof, to take effect immediately after the decease of the person or persons so granting, limiting and appointing the same from time to time (and to be without prejudice as aforesaid,) as to them the said *I. D. B. &c.* respectively shall seem meet, but so as that whenever and so often as two jointures, appointed by virtue of or under any power or powers by these presents given or reserved to any of the sons of the said *T. B.* shall be subsisting at the same time the latter of such jointures shall be reduced to, and shall not exceed the clear annual sum of £——, until the former of such jointures shall cease and be determined; and so as that whenever and so often as three such jointures shall be subsisting at the same time, the third of such jointures shall be reduced to and shall not exceed the clear yearly sum of ——, until one of the two former shall cease and be determined, and then shall not exceed the clear yearly sum of —— until the other of the said two former jointures shall cease and be determined. PROVIDED also, and it is hereby further agreed and declared between and by the said parties to these presents, that it shall and may be lawful to and for the said *I. D. B. &c.* severally and respectively, when and as they severally and respectively shall come into and be in the actual possession of the said hereditaments, or entitled in possession to the yearly rents and profits thereof, by virtue of and under any of the limitations hereinbefore contained, either before or after their intermarriage respectively with any woman or women, by any deed or deeds, instrument or instruments in writing, with

When two jointures shall meet, the latter not to be so large.

Powers to the remainder-men as they come into possession to appoint portions in the same manner as before.

SETTLEMENT.

or without power of revocation, so sealed, delivered and attested as aforesaid, or by their respective last wills and testaments in writing, or codicils thereto signed and attested as aforesaid, without prejudice as aforesaid, to charge all or any of the said hereditaments and premises with the like sum or sums of money, for the portion or portions of their daughters and younger sons respectively, as the said *D. B.* is hereinbefore enabled or impowered to do by virtue of the proviso or power hereinbefore in that behalf contained, and with the like maintenance, and to direct, limit and appoint the like means of raising the same, such portion or portions to be subject to the like direction and appointment, as to the ages, days and times, at or upon which, and the shares and proportions in which the same shall be payable; and in default of such direction or appointment to be payable in like manner, and with the like maintenance and benefit of accruer or survivorship, and subject to the like restrictions. PROVIDED also, and it is hereby further agreed and declared between and by the said parties to these presents, that it shall and may be lawful to and for the said *E. P.* and *I. H.* and the survivor of them, and the heirs, executors or administrators of such survivor, at any time or times hereafter, by and with the consent and approbation of the said *T. B.* during his life, and after his decease, by and with the consent and approbation of the tenant for life, in possession for the time being, of the hereditaments and premises mentioned and intended to be hereby released, under the limitations hereinbefore contained, to be signified by writing under the hand and seal of the said *T. B.* or of such other tenant for life, in possession for the time being as aforesaid, to sell or dispose of, or convey, either by way of absolute sale, or in

Power to the
trustees of sell-
ing or exchang-
ing.

exchange(a) for and in lieu of other hereditaments in fee simple, in possession, to be situate in the

(a) This provision for exchange or sale does not, it seems, impart a power to the donee to revoke the uses of an estate in strict settlement, for the purpose of taking to himself or limiting to himself in fee, any of the lands settled and substituting other lands of his own in lieu thereof, or by way of commutation for the same. It seems that the sole power which arises under such a proviso to revoke, is to revoke for one of these two purposes, either that of making an actual sale, or that of making an actual exchange, for in such case, the exchange intended must be such a one as would be as near a resemblance as possible to the strict legal exchange where there is a gift or grant by one of one parcel of land to another in consideration of the reception of another parcel of land from that other person, by way of like grant in recompence for the first; in which conveyance there are always reciprocal acts, and the lands of the first donor are said to be given or conveyed in exchange, or more shortly exchanged, and the lands received from the second donor are said to be those taken in exchange. And in such case, the tenant for life, who executes such power of exchanging, gives more than his own estate—he is the declarer of the use, and the fee passes thereby out of the estate of the persons who are trustees to the uses of the instrument, in which such power is contained, the conveyance of the exchange being really a declaration of the uses of the instrument, and the estate of the donor or person so taking in exchange, will none of it be at all served out of the estate of tenant for life (vide *Whitlock's case* in lord Coke.) And this may be either a settlement or a devise, for it has been resolved, that a devise to an use may be as well as a feoffment to an use, and the uses under such devises will have the same operation as uses under feoffments. But it may be said, that in this respect there is a difference between a strict legal exchange, and an exchange under a power, for in the former the same kind of estate must pass from both persons. But that does not seem necessary in these cases—it is clear that as great an interest will pass under such exchange, under a power from the tenant for life, or by his means as will be received in the lands taken in exchange for those granted by him; and it is not necessary that such exchanges should have all the properties and ingredients of legal exchanges, and should exactly resemble them in all circumstances.

In order to effectuate an exchange by tenant for life, in such case, the best mode seems to be, that the tenant for life should convey the premises intended to be exchanged by lease and release, and also grant and convey to trustees for the purpose of

SETTLEMENT.

With power of
revoking and
appointing
new uses.

saïd counties of — and —, or one of them, any part or parts of the manors and other hereditaments hereinbefore by these presents granted and released, which shall or may be proper or convenient to be so sold or exchanged, with their appurtenances and the inheritance thereof, in fee simple, to any person or persons whomsoever, for such price or prices in money, or for such equivalent or recompense in manors or other hereditaments, as to them the saïd *E. P.* and *I. H.* or the survivor of them, or the heirs, executors or administrators of such survivor, by and with the consent and approbation as aforesaid, shall seem reasonable. AND that for the purpose of effectuating such disposition or dispositions, conveyance or conveyances, (but not for any other purpose) it shall and may be lawful to and for the saïd *E. P.* and *I. H.* and the survivor of them, and the heirs, executors or administrators of such survivor, with such consent and approbation as aforesaid, by any deed or deeds, or other instrument or instruments in writing sealed and delivered by them or him, in the presence of and attested by two or more credible witnesses, absolutely to revoke, determine and make void all and every or any of the uses, trusts, powers and provisos, in and by these presents limited, declared and expressed, of

exchanging, and that then by a deed of exchange, the tenant for life, together with the trustees under the will, should revoke the use under the will, then grant in exchange the trust premises to the tenant for life, then by another deed the tenant for life is to convey to his trustees to the uses of the original instrument.

Or it may be done thus,—let the tenant for life convey the premises to *I. S.* then let him revoke the uses of the instrument by which the estate is settled, and sell the land subject to the trust to *I. S.* and then let tenant for life lay out the money arising by the sale in the purchase of the premises conveyed to *I. S.* and he convey to the trustees to the uses of the original instrument." *Powell's M. S.*

and concerning the hereditaments which shall be so sold or agreed to be given in exchange, and by the same or any other deed or deeds, instrument or instruments in writing, to limit, declare, direct and appoint any use or uses, estate or estates, trust or trusts, of the said hereditaments so sold or agreed to be given in exchange, which it shall be thought necessary or expedient to limit, declare, direct or appoint, in order to effectuate such sale or sales, exchange or exchanges, dispositions and conveyances as aforesaid, causing on every such exchange as aforesaid, the hereditaments which shall be received in exchange to be conveyed and settled to, upon, and for such and the same uses, trusts, intents and purposes, and with, under and subject to such and the same powers, provisos, limitations and agreements as the hereditaments so given in exchange stood limited or settled to, upon, for, under or subject to, immediately before and at the time of such revocation thereof. AND also that upon receipt of the money or monies arising by any such sale or sales, or agreed to be given for equality on any

SETTLEMENT.

Trustees' receipts, to be sufficient discharges. (a)

(a) In a settlement there was contained a proviso for trustees, with consent of husband and wife to sell or exchange the premises, and on payment of the money arising by sale to give receipts, which should be sufficient discharges to the purchasers, and it was declared, that the monies arising by such sale should be applied by said trustees as therein expressed, upon a purchase; under this power the conveyance was laid before an eminent conveyancer to be settled, who objected to the receipt of the trustees as incompetent to discharge the purchaser from attention to the application of the money; an eminent chancery barrister was afterwards applied to for his opinion, and he conceived it might be safely paid to the trustees upon their receipt, under the above power; and this case and the opinions coming before the late Mr. Fearn, he delivered the following opinion: "I have perused the above case, and the very respectable opinions upon it.—As to my sentiments on the question proposed to me, I shall concisely deliver them in saying, that although I much incline to the opinions that the

SETTLEMENT.

such exchange or exchanges, it shall and may be lawful to and for the said *E. P.* and *I. H.* and the

trustees in Mr. *F.*'s settlement are competent, with the consent of Mr. *F.* to receive and give effectual discharges for the money proposed to be paid to them, yet the prevalent complexion of the cases relative to the obligation of attending to the application of trust-money, by persons paying or discharging it, and the general practice of the most skilful and eminent conveyancers of times recently past, in their provisions against such supposed obligations in cases bearing an apparent analogy to the present, will not permit me to conceive a decided opinion, or to say I think the point clear of question. The cases I think afford a general conclusion, that persons paying trust-money, with notice of the trust affecting such money, are bound to see to the application of it, where the objects of the trust are ascertained, or the immediate application of the money determinately specified, unless the provision of the trust contain an exemption from such attention; under such a conclusion I should have considered any person paying the money in question to the trustees in Mr. *F.*'s settlement, as doing it at their own peril, if the proviso for enabling the calling in the money and exchanging the securities had been out of the case, but that proviso seems to me to import an indemnification of the persons making such payment at the requisition of the said trustees, with the consent of Mr. *F.* though it does not express it in full length in the usual course of words; for in the first place I think the express insertion of subordinate powers, merely for the convenient management of the trust fund, (and to the exercise of which, if not inserted the great caution attendant on a trust in the eye of equity could be the only obstacle,) implies an intended exclusion of or provision against that obstacle, in regard to the exercise of such powers. for the express mention of them could be only calculated to obviate the inconvenience arising from the want of them, and of course to preclude the impediments which would have existed if the powers had not been so expressly affirmed; and the contrary doctrine would afford but a very partial protection to the *cestui que trust*, for such protection would be confined to the receiving the money in the first instance, which when paid in by the direction of a court or otherwise, the trustees might, by notice of their power, invest in government securities or upon mortgage, without notice to the mortgagees of its being trust-money, and again call in and receive, without any other authority than what is expressed in the power: and *secondly*, the very words of the proviso in this case, *that notwithstanding any of the trusts aforesaid, it shall be law-*

survivor of them, and the executors, administrators or assigns of such survivor, to give and

SETTLEMENT.

ful, &c. appear to me to contain an express negative of all impediment from any of the trusts, to the effectually doing what the proviso says shall and may be done, notwithstanding the said trusts; the proviso expressly says, that none of these trusts shall withstand, that is, stand in the way of or impede the doing what it so authorizes them to do; how then is any consideration of the aforesaid trusts to operate as an obstacle to what is so directed to be done without interruption from those trusts; besides the express requisition of the consent of Mr. and Mrs. F. or the survivor, strongly implies a negative upon or discharge of every other restriction to the effectuating what is authorized to be done with such consent, which appears to be the only intended requisite to the full exercise of the power whilst either of them were living, and afterwards it is directed to be in the discretion of the trustees: But then it may be urged, that what is so authorized to be done by the proviso is a complicated act, involving not only the calling in and receiving the money, but the placing it out again on other proper securities upon the same trusts, for the words are "*to call in the said principal sum*," &c. and "*to place out the same*," &c. &c. and thence it may be contended that the mere calling in and receiving the money without investing it again, is not authorized by the proviso, and the persons paying consequently not discharged by that proviso from the regular attention to the aforesaid trusts, without at the same time seeing it so invested, that is, without seeing the act completed to which the proviso annexes such an exemption from attention to the trusts aforesaid.

"As to what is urged of a proviso of this sort being *nugatory*, if it does not exempt the persons paying the money from attention to its application, I am to observe that it may have its use abstracted from such an exemption in saving the trustees themselves, and consequently those paying in the money from responsibility for any loss eventually arising to the trust-money from failure, &c. of any *new securities* in which such money may have been invested pursuant to the proviso, and which losses they would have been liable to make good if they had changed the securities without such a power.

"Mr. M. very justly observes, that the trustees of the mortgage are in effect become the mortgagees, and may recover the estate at law by ejectment, and in equity might obtain a fore-closure; but then we are to observe they are become mortgagees in trust, and those rights or powers cannot be exercised to the prejudice of the *cestui que trust*,

SETTLEMENT.

Power to the
tenants for life
to appoint new
trustees.

intents and purposes, and in such manner as the rents and profits of the hereditaments so to be purchased therewith would go, or be payable or applicable unto, in case such purchase and purchases, and settlement as aforesaid, were then actually made. PROVIDED also, and it is hereby further agreed and declared between and by the parties to these presents, that if the said *E. P.* and *I. H.* or either of them, or any trustee or trustees to be appointed in the stead or place of them or either of them, in pursuance of the power next hereinafter contained for that purpose, shall die, or be desirous of being discharged of and from, or refuse, decline, or be incapable to act in the trusts hereby in them reposed, or in the execution or exercise of the powers or authorities hereby vested in them, before such trusts shall be fully executed, performed and discharged, it shall and may be lawful to and for the said *T. B.* during his life, and after his decease to and for the tenant for life, in possession for the time being of the said manors and other hereditaments hereinbefore mentioned, to be by these presents released, under the limitation hereinbefore contained, by any writing or writings, under the hand and seal of the said *T. B.* or of such other tenant for life for the time being, to nominate, substitute, or appoint any other person or persons to be a trustee or trustees in the place and stead of any trustee or trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid. AND that when and so often as any new trustee or trustees shall be nominated or appointed as aforesaid, all the trusts, estates, monies and premises of or unto which or on account whereof such new trustee or trustees shall be so nominated or appointed, shall be thereupon with all convenient speed conveyed, assigned and transferred, in such sort and manner, and so as that

The new trustees to hold upon the same trusts.

SETTLEMENT.

the same shall and may be legally and effectually vested in the surviving or continuing trustee or trustees; and such new or other trustee or trustees, or if there shall be no continuing trustee of the same trust, estate, monies and premises, then in such new trustees only; To the same uses and upon the same trusts as are hereinbefore declared and expressed of and concerning the said trust-estates, monies and premises respectively, or such of them as shall or may be then subsisting and capable of taking effect. AND that in order that such trust-estates, monies and premises may be legally and effectually conveyed to and vested in such new trustee or trustees, jointly or solely, as hereinbefore is mentioned, it shall and may be lawful to and for the person or persons nominating, substituting and appointing such new trustee or trustees, under and by virtue of the power or authority hereinbefore for that purpose contained, by any deed or deeds, instrument or instruments in writing, to be by them respectively sealed and delivered in the presence of, and attested by two or more credible witnesses, to revoke, determine and make void the uses, trusts, powers and provisions in and by these presents limited, declared and expressed, of and concerning the said manors, and other hereditaments, or any part or parts thereof, and by the same or any other deed or deeds, instrument or instruments in writing, to be sealed, and delivered and attested as aforesaid, to limit, declare, direct or appoint any use or uses, estate or estates, trust or trusts of the said manors and other premises, or any part or parts thereof, which it shall be thought necessary or expedient to limit, declare, direct or appoint, for the purpose of conveying and vesting such trust-estates, monies and premises, to or in such new trustee or trustees, jointly or solely, as hereinbefore is mentioned. AND it is hereby further

Power of revoking the old uses, in order that the trust-estates may be vested in the new trustees.

SETTLEMENT.

The new trustees to have the same powers as the old.

agreed and declared, that every such new trustee or trustees shall or may in all things aid and assist in the management, carrying on, and execution of the trusts to which he or they shall be so appointed as aforesaid, in conjunction with the other then surviving or continuing trustee or trustees of the same trust-estates, monies and premises, if there shall be any such continuing trustee or trustees of the same estate, monies and premises; and if not then, by himself and themselves respectively, as fully and effectually, and with all the same power and powers, authority and authorities, of consent, approbation, discretion, selling, exchanging, conveying, calling in, laying out and investing, giving and signing receipts, and effectual indemnifications and discharges to purchasers and others, and all other powers and authorities whatsoever, to all intents, effects, constructions and purposes whatsoever, as if he or they had been originally in and by these presents nominated a trustee or trustees for the purposes aforesaid; and as the said *E. P.* and *I. H.* or the survivor of them, or the heirs, executors or administrators of such survivor, are or is enabled to do, or could or might have done, under and by virtue of these presents, if then living and continuing to act in the trusts hereby reposed in him or them, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding. PROVIDED also, and it is hereby agreed and declared between and by the parties to these presents, that if the said *W. C.* and *R. H.* or either of them, or any trustee or trustees to be appointed in the stead or place of them, or either of them, in pursuance of the power hereinafter contained for that purpose, shall die, or be desirous of being discharged of and from, or be incapable to act in the trusts hereby in them reposed, before such trusts shall be fully executed, performed or dis-

Power of changing other trustees.

SETTLEMENT.

charged, then and in such case, and when and so often as the same shall happen, it shall and may be lawful to and for the said *D. B.* by any writing under his hand and seal, to nominate, substitute and appoint any other person or persons, to be a trustee or trustees in the stead or place of the said *W. C. C.* and *R. H.* or either of them, or any trustee or trustees to be appointed in the stead or place of them or either of them so dying or desiring to be discharged, or refusing, declining or becoming incapable to act as aforesaid. AND that when and so often as any new trustee or trustees shall be nominated as last aforesaid, the trust-estate and premises, of or unto which, or on the account whereof such new trustee or trustees shall be so nominated or appointed, shall be thereupon with all convenient speed assigned and transferred, in such sort and manner, and so as that the same shall and may be legally and effectually vested in the surviving or continuing trustee of the same trust-estate and premises, and such new or other trustee or trustees to be appointed as last aforesaid; or if there shall be no continuing trustee of the same trust-estate and premises, then in such new trustees only, upon the same trusts as are hereinbefore declared of or concerning the same last mentioned trust-estate and premises, or such of them as shall or may be then subsisting or capable of taking effect. AND whereas the said *D. B.* was at the time of his decease, under and by virtue of a lease from the prebendary of the prebend of —, founded in, &c. seised and entitled for and during such life or lives as was or were then subsisting of the said lease, of and to the said prebend of — aforesaid, in the said county of —, with the rights, members and appurtenances thereof, and all houses, &c. thereunto belonging (except the advowson of the vicarage of the church of — aforesaid, and all

SETTLEMENT.

Recital of a
lease of a pre-
bend for lives.

spiritual and ecclesiastical jurisdiction within and belonging to the said prebend. AND whereas the said *T. B.* after the death of the said *D. B.* agreed for a renewal of the said lease, and particularly in the year —, whereupon by indenture of lease bearing date the — day of —, in the said year —, made between the reverend *W. V.* of —, in the county of —, then prebendary of the prebend, of the one part; and the said *T. B.* of the other part; and by livery of seisin duly made and given pursuant thereto, the said *W. V.* for the considerations therein mentioned, demised, granted, leased, set, and to farm let unto the said *T. B.* his heirs and assigns, all that, &c. To hold unto the said *T. B.* his heirs and assigns, for and during the natural lives of the said *T. B.* his eldest son, and *D. B.* his second son, and the life of the survivor or the longest liver of them; reserving thereby unto the said *W. V.* and his successors, prebendaries of the said prebend, the clear yearly rent or sum of —, being the ancient and accustomed rent of the said prebend, payable at the feast days and times therein in that behalf mentioned, and under and subject to such proviso, or condition and covenants, as in the said lease are contained, as in and by the said indenture of lease, reference being thereto had will more fully appear. AND whereas it hath been agreed between the said *T. B.* and *D. B.* that the said prebend, and all and singular the premises in and by the said lease demised to the said *T. B.* as aforesaid, shall be conveyed unto the said *E. P.* and *I. H.* their heirs and assigns, for all the now residue of the said term and interest therein; and with all benefit to be derived therefrom; upon such trusts nevertheless as are hereinafter expressed and declared of and concerning the same. Now therefore this Indenture further witnesseth, that in pursuance of the said agree-

Agreement
that the re-
mainder of the
lease shall be
conveyed to
trustees.

Considerations.

SETTLEMENT.

ment, and for barring all such estate and interest, estates and interests as the said *D. B.* hath, or as the heirs male of his body, or any other person or persons hath, or have, or could, or might have or claim, or could or might have had or claimed, under or by virtue of the said will of the said *D. B.* or otherwise, of or in the said prebend and premises comprised in the said lease; and all limitations and remainders created by the said wills, so far as the same regard the said prebend and premises, and for conveying the same premises, unto and vesting the same in the said *E. P.* and *I. H.* discharged of all such estates and trusts, limitations, and remainders, upon the trusts hereinafter expressed and declared thereof, and in consideration of the sum of — pounds, of lawful money of *Great Britain*, to each of them the said *T. B.* and *D. B.* in hand, paid by the said other *E. P.* and *I. H.* upon or before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, they the said *T. B.* and *D. B.* have, and each of them hath granted, bargained, sold, aliened, released, and confirmed, and by these presents do, and each of them doth grant, bargain, sell, alien, release, and confirm unto the said *E. P.* and *T. H.* (in their actual possession, now being by virtue of a bargain and sale to them thereof made by the said *T. B.* and *D. B.* in consideration of — shillings, by indenture bearing date, &c. and by force of the statute made for transferring of uses into possession) and to their heirs and assigns, all that, &c. to have and to hold, &c. unto the said *E. P.* and *I. H.* their heirs and assigns, to the use of them the said *E. P.* of —, and *I. H.* their heirs and assigns, during the lives of the said *T. B.* *D. B.* and *I. B.* and the life of the survivor or longest liver of them, and for and during all the term estate

Transfer.

Habendum to trustees.

SETTLEMENT.

In trust to keep up the number of lives.

And then in trust for the persons entitled to the before settled estates.

and interest therein, under or by virtue of the said indenture of lease, subject to the yearly rent by the said indenture of lease, reserved and to the covenants therein contained; In trust nevertheless, by and out of the rents and profits thereof, from time to time, to raise and pay such sum and sums of money as shall be necessary for renewing the said lease, and all future leases to be granted thereof from time to time, and keeping up the number of three lives therein, to that end and purpose when and as often as any such life shall drop to cause the same to be renewed, and filled up with another life, keeping up from time to time, the number of three lives therein as aforesaid. AND it is hereby agreed and declared, between and by the said parties to these presents, that the said *E. P.* and *I. H.* and the survivor of them, and the heirs and assigns of such survivor, shall stand and be seised and possessed of the said prebend, tithes, and premises so hereby conveyed to them as last aforesaid, and of such leases and estates thereof or therein, as shall be from time to time, renewed, demised, and granted thereof in trust, for and for the benefit of such person and persons, and for such estate and estates, interest and interests, and to and for such intents and purposes, and subject to such powers, so far as the nature of the estate and interest, then and the rules of law and equity will admit of, as are hereinbefore expressed and declared, as, to, or of, and concerning the manor and other hereditaments in the said county of —, hereinbefore mentioned, to be by these presents granted and released, and as if the common recovery so agreed to be suffered of the said hereditaments in the said county of —, were actually suffered, but so as that no annual sum or sums in gross hereinbefore limited or directed to be raised and paid, be thereby doubled and increased.

AND IT IS HEREBY further agreed and declared, **SETTLEMENT.**
 that the said prebend and premises comprised in the said lease, and hereby conveyed to the said E. P. and I. H. in trust as aforesaid, shall be held by them and the survivor of them, and his heirs, subject to the first mentioned power of appointing new trustees, hereinbefore contained, in such and the same manner as the said manor and other hereditaments in the said county of — are hereby made subject to that power: **Trustees to be answerable for their own acts only, &c.**
 Provided always, and it is hereby further agreed and declared, between and by the parties to these presents, that the said several trustees hereby nominated, and such future trustee or trustees to be appointed as aforesaid, and each and every of them, and the heirs, executors, administrators, and assigns of them, each and every of them shall be respectively charged and chargeable, only for such monies as they shall respectively, actually receive by virtue of the trusts hereby in them reposed, notwithstanding his or their, or any of their giving or signing, or joining in giving, or signing any receipt or receipts for the sake of conformity, and that any one or more of them, shall not be answerable or accountable for the other or others of them, or for the acts, receipts, neglects or defaults of the other or others of them, but each and every of them, for his and their own acts, receipts, neglects, or defaults only, and that they or any of them, shall not be answerable or accountable for any banker, broker, or other person, with whom, or in whose hands or custody any part of the said trust-monies shall or may be deposited or lodged for safe custody or otherwise, in the execution of the trusts or powers hereinbefore mentioned; and that they or any of them shall not at any time be answerable or accountable for the insufficiency or deficiency of any security or securities, stocks or funds, in

SETTLEMENT.

Power to trustees to pay their expenses.

or upon which the said trust-monies or any part thereof, shall be placed out or invested in execution or pursuance of the trusts or powers aforesaid, or any of them, or for the defect of title of any lands or hereditaments to be purchased or received in exchange by them or him as aforesaid, nor for any other misfortune, loss, or damage, which may happen in the execution of the aforesaid trusts or powers, or in relation thereto, except the same shall happen by or through their own wilful default respectively; and also that it shall and may be lawful to and for the said trustees in these presents named, and such future trustee or trustees, to be appointed as aforesaid, and every of them, their and every of their heirs, executors, administrators, and assigns, by and out of the rents and profits of all or any of the said hereditaments and premises mentioned to be hereby respectively granted and released, or by and out of any monies which shall come to their respective hands by virtue of any of the trusts or powers aforesaid, to retain to and reimburse himself and themselves respectively, and also to allow his and their co-trustee and co-trustees all costs, charges, damages, and expenses, which they or any of them, shall or may sustain, expend, disburse, be at, or be put unto, in or about the execution of the aforesaid trusts or powers vested or to be vested in them respectively. In Witness, &c,

SETTLEMENT.

Limitations to Sons and Daughters and their Children, in a Marriage Settlement, keeping the Portions contingent, in default of Appointment, until the Children, alive at the Death of Survivor of Father or Mother, attain the Age of 21, or Marriage.

AND, from and immediately after the decease of the survivor of them the said *L.* and *M.* his said intended wife upon trust, for all and every the son and sons, daughter and daughters of the said *E. L.* on the body of the said *M. F.* his intended wife, to be begotten, and the children of such sons or daughters, in case any of them shall be then dead, leaving issue, and to go or be paid, assigned, and transferred, to such son and sons, daughter and daughters, and the children of such sons or daughters, at such time or times, and if more than one in such shares and proportions, and with and subject to such provisos, conditions, and limitations, over (such limitations over, being for the benefit of some or one of them, as the said *E. L.* shall, by any deed or deeds, writing or writings, with or without power of revocation, to be sealed and delivered by him in the presence of, and attested by two or more credible witnesses, or by his last will and testament in writing, signed in the presence of, and attested by the like number of witnesses, direct or appoint, and in default of such direction or appointment as aforesaid, then as to the whole of the said — pounds, three *per cent.* consolidated bank annuities, and in case any such direction or appointment shall be made, which shall not be a complete direction or appointment of the whole of the said bank annuities; then as to so much and such part of the said bank annuities, whereof no such direction or appointment as aforesaid shall be

SETTLEMENT.

made, as the said *M. F.* by any deed or deeds, writing or writings, with or without power of revocation, to be sealed and delivered by her in the presence of, and attested by two or more credible witnesses, or by her last will and testament in writing, signed in the presence of, and attested by the like number of witnesses, shall direct or appoint; and in default of any such direction or appointment as aforesaid, then as to the whole of the three — *per cent.* consolidated bank annuities, and in case any such direction or appointment shall be made, which shall not be a complete direction or appointment of the whole of the said — pounds, three *per cent.* bank annuities, then as to so much and such part of the same bank annuities, whereof no such direction or appointment as aforesaid shall be made, in trust for all and every the son and sons, daughter and daughters of the said *E. L.* on the body of the said *M. F.* his intended wife, to be begotten as aforesaid, and the children of such sons or daughters, in case any of them shall happen to be then dead leaving issue, in equal shares and proportions (but the child or children of such of the said sons or daughters as shall then happen to be dead, shall be entitled only to the share which his, her, or their father or mother would have been entitled to, if living, equally to be divided among such children, if there be more than one, and if but one, then wholly to that one) such share and shares to be paid, assigned, or transferred to him, her, or them, as and when he, she, and they shall severally attain his, her, or their age or respective ages of — years, or be married, which shall first happen; but if any such sons or daughters, or the child or children of such sons or daughters, shall then happen to be dead, shall attain his, her, or their age or ages of — years, or be married in the life time

SETTLE-
MENT.

of the aforesaid *E. L.* and *M. F.* his intended wife, or the life time of the survivor of them, the share and shares of such sons or daughters, child or children of and in the said — pounds, three *per cent.* consolidated bank annuities, shall be paid or assigned and transferred to him, her, or them, immediately after the decease of the survivor of the said *E. L.* and *M. F.* or as soon after as may be; Provided always, that if any of such sons or daughters, or the child or children of such sons or daughters, in case any of them shall be dead, shall die before he, she, or they shall attain his, her, or their age or ages of — years, or married respectively, then the share and shares of him, her, or them, so dying as aforesaid, shall, from time to time, go, accrue and belong to the survivor or survivors, or other of such sons or daughters' child or children; but the shares or share of such child or children of a deceased son or daughter, who shall die before he, she, or they shall attain his, her, or their age of — years, or be married respectively, shall go, accrue, or belong to the survivors or survivor of the children of such deceased son or daughter, and shall not accrue or survive to such sons or daughters as are living, or child or children of such sons or daughters as are deceased, unless all the children of such deceased son or daughter shall be then dead, and be paid or assigned and transferred to him, her, or them, if more than one, equally share and share alike, at such time or times, and in the same manner as is hereinbefore declared or expressed, touching his, her, and their original share and shares, and in case any other or others of the said sons or daughters' child or children, shall die before he, she, or they shall attain his, her, or their age or ages of — years, or be married respectively, then all and every the accruing or surviving share and shares of such sons

SETTLEMENT.

and daughters' child and children, dying as aforesaid, shall again, from time to time, accrue, and go together, with his, her, or their original share or shares, to the then survivors or survivor, or other or others of them, in manner aforesaid, and shall be payable, assignable, or transferable, as and when his, her, or their original share or shares shall, by virtue of these presents become payable or assignable, to him, her, or them; and upon further trust, that from and after the death of the survivor of them the said E. L. and M. F. they the said trustees and the survivor of them, and the executors or administrators of such survivor, or the trustees for the time being, to be appointed as hereinafter mentioned, do, and shall in the mean time, and until the share and shares of such son or sons, daughter or daughters' child or children of and in the said ——— pounds, three *per cent.* consolidated bank annuities, shall become payable, assignable, or transferable to him, her or them respectively, pay, apply, and dispose of the dividends, interest, and annual produce of the said ——— pounds, bank annuities, or any part or parts thereof, in or towards the maintenance and education of such sons or daughters, or children respectively, in such manner as they the said trustees or the survivor of them, or the executors or administrators of such survivor, or the trustees for the time being to be appointed as hereinafter mentioned, shall in their or his discretion think fit: Provided always, and it is hereby declared and agreed, that in case there shall not be any such son or sons, daughter or daughters, or child or children of such sons or daughters of them the said E. L. and M. F. his intended wife, living at the time of the death of the survivor of them the said E. L. and M. his wife, or their being such son or sons, daughter or daughters' child or children, all and every

SETTLEMENT.

such sons and daughters, and the child or children of such sons or daughters as aforesaid, shall die before he, she, or they shall attain his, her, or their age or ages of ——— years, or be married respectively, then and in any of the said cases the trustees or the survivor of them, his executors and administrators, or the trustees, for the time being, to be nominated as hereinafter mentioned, shall stand and be possessed of the said ——— pounds, three *per cent.* consolidated bank annuities, or so much thereof as shall not become vested in or belong to such sons or daughters' child or children, upon trust that they the said trustees shall and do pay, transfer, and assign, the said ——— pounds, three *per cent.* consolidated bank annuities, or so much and such part thereof, as shall not become vested as aforesaid, to such person and persons, and to and for such intents and purposes as the said *E. L.* shall, by any deed or deeds, writing or writings, or by his last will and testament in writing, to be by him executed and attested in manner aforesaid, direct or appoint the same, and in default of any such direction or appointment thereof as aforesaid, then as to the whole of the said ——— pounds, three *per cent.* consolidated bank annuities, and in case any such direction or appointment shall be made, which shall not be a complete direction and appointment of the whole of the said ——— pounds, bank annuities, then as to so much and such part of the said bank annuities, whereof no such direction or appointment shall be made, to pay, or transfer, and assign the same to such person or persons, as for the time being, should and would have been the next of kin, and legal representatives of the said *E. L.* in case he had died sole, and without ever having been married, and to and for no other use, or intent, or purpose whatsoever. IN Witness, &c.

SETTLEMENT.

Proviso to grant Leases of Mines, &c. (a).

PROVIDED NEVERTHELESS, that it shall and may be lawful to and for the said *E. C.* during his life, and after his death to and for the said *T. W.* during his life, and after both their deaths, to and for the said *S. R.* and *I. H.* and the survivor of them and his heirs, from time to time, during the minority of any son or issue male of the said *T. W.* who shall be entitled to an immediate estate of freehold and inheritance, of and in the said premises or any part thereof, by virtue of any of the limitations aforesaid, by indenture or indentures, to be sealed and delivered by him or them respectively, in the presence of, and attested by two or more credible witnesses, to make any demise or lease, or demises or leases, for any term not exceeding ——— years, of all or any

(a) There is a strictness required in the essential part of the execution of all powers. Thus a power to make leases for three lives or 21 years, does not authorise leases for 99 years, determinable on three lives (*Whitlock's case*) and a power to grant an estate of freehold does not extend to a chattel-interest (*Newport and Savage*) a power to grant an estate out of lands does not authorize a person to charge the estate with a rent-charge (*Harvey and Harvey* in chancery, 1740)—a power to charge does not give a power to grant an estate out of the land. 1 Lev. 150. 237, 238. Hard. 395. Dy. 263.

Leases made under powers differ from common leases, for in the latter the lessee till entry has only an *interesse termini*, and he has no actual estate; but when the lessee actually enters, then he has an actual estate in possession divided from the reversion, and then the lessor may grant the reversion; whereas upon a lease under a power, the lessee upon the very leasing has an actual estate in possession divided from the reversion; and therefore it is said these are not real estates, but only declarations of uses to such and such persons for years. Then, consequently, are not real leases, but acts that bear as near a resemblance to leases as possible.

SETTLE-
MENT.

veins, mines, and seams of coals, culm, tin, lead, copper, and iron, and all quarries of stone or slate, and of all or any other mines and minerals whatsoever, and all or any streams and springs of water in, under, or upon the said premises or or any part thereof, with full power and authority to dig, break, search, try, mine for, discover, work, stone land, and lay in, upon, or under any part of the said lands and premises, and coal, culm, ore, or stones, and all and any rubbish proceeding from the same, and to divert, turn, pond, and use all or any of such springs or streams of water, and to make any canal or canals, trench or trenches, gutter or gutters, mouth or mouths, pit or pits, level or levels, and do all or any other acts and devices whatsoever, in, through, upon, or under the said premises, or any part thereof, for the working, digging, landing, selling, and carrying away all or any of such coal, culm, tin, lead, copper, iron, and stone, and the rubbish proceeding therefrom, and for conveying all or any water and waters to and from the works and intended works, and all or any of the said coal, ore, minerals, stones, slate, copperas, or alum there found, to work, dig, sell, or carry away, and to make and do all rails and waggon ways, and all and every other acts and things whatsoever, needful, necessary, or convenient in or about the same, and also to demise, lease, and grant for any term not exceeding ——— years as aforesaid, all lands for erecting and building any houses, shops, stables, gardens, courts, and outlets, and also all manner of buildings, furnaces, engines, and devices whatsoever, for carrying on works and manufactories, in, under, and upon all or any part of the said lands and premises in the said county of ———, and all closes, fields, and lands that may be useful, necessary, and convenient for and towards carrying on such works and manufactories,

SETTLE-
MENT.

and to and with such other powers and authorities whatsoever, as shall be thought fit and proper in that behalf, whenever the same shall or may eventually turn out useful or prejudicial to the inheritance of the premises so to be demised, so as on every such demise there be reserved the best and most approved yearly, half yearly, or quarterly rent or land-money, that can or may be reasonably had or gotten for the same, to be incident to the immediate possession, reversion, or remainder of the premises so to be demised, and so as every lessee do execute a counterpart of his lease. In Witness, &c.

OF WILLS.

PREVIOUSLY to presenting the Student with the selection I have made from Mr. POWELL's collection of WILLS, I shall offer to his perusal some valuable opinions, taken from the same collection, which are there stated to have been given by the late eminent Mr. FEARNE.

I must also earnestly recommend to his notice the very learned annotations made by that gentleman, to the edition of SWINBURNE, which is on the eve of publication; and in which nearly the whole of the modern Law relative to Wills, (particularly as referrible to the disposition of *chattel interests*) appears to be comprised.

C A S E.

Whether the words "testamentary Estate," are sufficient to pass real property.

AFTER giving a shilling to his heir at law, testator *W. J.* devises as follows, viz.

And as, to, for, and concerning all the rest, residue, &c. and of my goods, chattels, books, debts, securities for monies, personal and testamentary estate whatsoever and wheresoever, and of what nature, kind, or quality so ever not hereinbefore by me given or disposed of. I give, devise, and bequeath the same, and all and every part thereof, unto my son *W. C.* his heirs and assigns for ever."

Query, are the above words sufficient to pass real property?

This appears to me a disputable case: the words *testamentary estate*, seem most properly applicable to *personal* property, the original subject of what is properly called a *testament*, to which an *executor* is essential in the strict sense of the word in the civil law; its following the words enumerating several species of personal estate, and being coupled with the word *personal*, may be urged as an argument in favour of such a construction, inasmuch that had the construction rested merely on those words, I should have been inclined rather to think that they did not extend to real estates. But a testator is not tied up to strictness of expression, or propriety of expressing words, and the words *testamentary estate*, though most properly applicable to personals, are not, I conceive, confined to that sense, but may mean whatever estate is subject to or can be disposed of by his testament. Now the statute of wills expressly subjects lands to disposition by last will or *testament*, and therefore in the large sense of the words *testamentary estate*, they seem applicable to lands; and here the introductory words expressing a disposition of all the testator's *worldly estate*, and his giving a shilling expressly to the person who was his heir at law, limiting his residuary property subject to the payment of his debts, legacies, and funeral expenses, by words adapted to lands and to a limitation of the inheritance, I think manifest the testator's intention to give him all his residuary property, consequently that he meant by the words *testamentary estate*, to include his lands, and every

thing also that was subject to *testamentary disposition*. The extensive additional words, whatsoever and *wheresoever*, and of *what nature, kind, or quality* soever, corroborate this construction; and in any other sense, the coupling the word *testamentary* with *personal*, would be nugatory. It is true, that in an indefinite devise of lands to one with words of limitation, such introductory clause and disinheriting legacy to him, as in the present case have been held insufficient to entitle the devisee to the inheritance (*vide* *Right v. Sidebotham*. 1 Doug. Rep. 730, and cases there cited). But that was for want of words sufficient to carry it: but here, if the words *testamentary estate* are applied to *real estate*, they are sufficient to carry the lands in question; and there are proper words of limitation extending to the inheritance in support of such a construction; and though as the personal estate is expressly included in *the same words of limitation*, the argument of intent from those words merits very little stress; yet, I think, the other circumstances I have noticed, sufficiently indicate the *testator's* meaning to pass every estate of *whatever quality*, which was subject to his power of testamentary disposition; and therefore I rather incline to the opinion that the lands in question passed to the son C. in fee, by the above stated will; but yet I think it much too questionable a point for any purchaser to rely on.

C. F.

*Opinion on the construction of a devise to devisees, and the
"heirs of their bodies for ever, as tenants in common."*

If M. J. and H. D. took an estate for *their heirs* in remainder, expectant on the decease of their two wives, the subsequent limitation to the *heirs of their bodies*, &c. might be considered to give them an estate tail each in one moiety in remainder, expectant on the decease of the survivor of themselves and their wives, if it were not for the words *for ever*, and as "*tenants in common* in the limitation to the heirs of their bodies, &c." The former of those expressions, viz. *for ever*, has never been alone held sufficient to prevent the construction of an estate tail in the ancestor, but the latter, viz. as *tenants in common* being, when referred to the issue of the *same parent*, incompatible with an estate tail in such parent, must, I conceive, in such case, decide the construction against an estate tail in the parent, and make the issue

take by *purchase*. But here seems some ambiguity in the reference of those words, viz. Whether they meant a tenancy in common *only as between the heirs, &c. of Mog, &c. then of Harrison*, or as well between the heirs, &c. of the several fathers as those of the *same father*. In the first case they would be no obstacle to the construction of a remainder in tail in each father in one moiety respectively; and in that case the limitation over (though loosely worded, because not in default of issue of the *fathers* but of the mothers) might be construed a remainder, to place on the determination to bar it; for the estate tail in his father's original moiety, I conceive, would be in him; and the nature of the limitation over, as confined to the *failure of issue of both the daughters*, I apprehend, must give cross remainders in tail by implication between their said husbands, so as to intitle Joseph to the whole in tail: I therefore must advise a recovery by Joseph at least, in order to obviate this question; and his wife being vouched with him in that recovery, will bar her claim, and render a *fine* by them for that purpose unnecessary; and this would be enough to clear the title, if there was no room for any question in respect to Joseph's being the person solely intitled under his grandfather's will. But if the words *tenants in common* should be construed to apply to the *heirs of the body of the same father as among themselves*, (that being inconsistent with an estate tail in the father) under which the eldest or only son would take the whole, and even daughters in default of a son would take not in *common* but in *coparcenary*, must, I apprehend, prevent the construction of an estate tail in the father, and give the estate to *the heirs of his body, &c.* by purchase, at the same time that the tenancy in common so directed between *such heirs, &c.* might show that by the word *heirs, &c.* the testator did not mean the persons answering that description in its legal sense, but meant children or issue to take the *estate between or among them in common*, now the limitation over in this case being in the event of *both his daughters dying without bearing issue*, manifests the intent that the issue of either in default of issue of the other, should take the *whole*; and yet, if we understand the words as *tenants in common* to apply only to such tenancy as between the respective issue of the two *fathers*, then the express limitation to such heirs, &c. carries one *moiety only* to the *issue of either father*; whereas the applying those words to a tenancy in common between *all the issue, &c. of either*, extends the express limitation of the *whole* to the *issue of*

either, in default of issue of the other, agreeable to the intent implied in the limitation over. But such a construction would let in Joseph's brothers and sisters to equal shares with himself as tenants in common; and therefore to obviate this question, I think it would be advisable for a purchaser to require *their concurrence* in making the title: and in the latter view of the case, that is, considering the words *heirs of the body* as denoting children or issue, and importing a *designation of persons*, to take by purchase, I think the limitation to them being *for ever*, gave them the *fee*, and that the limitation over was contingent and no greater estate; consequently, as it does not appear to me that the heirs of *P. W.* have any title to or concern with the estate, I find no ground upon which to advise any steps for their recovering of the estate, or obtaining the title deeds, or restraining the committing of any waste.

C. F.

Case on a Devise of Messuage Lands, &c. Sold after Decease of Niece "to all and every the Daughters or Daughter, and the Survivors or Survivor of them who shall be then living, and to the Heirs and Assigns of such Survivor."

IN the will of *G. P.* is the following devise.

"And from and after the decease of my said niece, *T. M.* and the said *I. E.* I give and devise all those my said two messuages or tenements, farms, lands, and appurtenances thereunto severally and respectively belonging, to all and every the daughters or daughter of the said *C. M.* and to the survivors or survivor of them who shall be then living, and to the heirs and assigns of such survivor; charged and chargeable nevertheless with the payments of the said two annuities or yearly sum or sums of — and — to the said *K. A.* and *W. M.* &c."

There were three daughters of *E. M.* living at the decease of *T. M.* and *I. E.*

Query, What interest did they take in the devised estates.

The daughters of *C. M.* living at the death of *T. M.* and *I. E.* I think, according to the above stated devise, must have taken either jointly in fee, or else jointly for life, with a contingent remainder in fee to the survivor. I should be inclined to refer the words *survivors or survivor* of them to the *decease* of *T. M.* and *I. E.* and con-

strue the devise to *such survivors jointly in fee*, under the impression of the words "*who shall be then living*," were it not for the word *survivor*, in the singular number, in the limitation to the heirs of *such survivor*. But as it is, I incline to think the construction may be to *such of them* as may be *then living*, viz. at the decease of *T. M.* and *I. E.* and the survivors and *survivor* of such of them as shall be then so living, and the heirs and assigns of such *survivor*, so as to give the three daughters *then living* joint-estates for life, with a contingent remainder to the *survivor of them* in fee: at least I do not find in the above extract from the will, what appears to me sufficient to warrant the other construction. For though I have a manuscript note of a case in the King's Bench, where, upon a devise to three persons to hold to them as joint-tenants, and the *survivors and survivor of them, and the heirs of such survivor*, the Court held it to be a *joint-tenancy in fee*, yet that construction I understand, was influenced by the words *as jointenants*, and some other arguments of the intention afforded by the will; which seem to be wanting here. And therefore I do not think that case an authority in point here. It may not be amiss to add, that if the three daughters of *C. M.* took a jointure *for life*, with a contingent remainder to the survivor in fee; according to the inclination of my opinion, it will be proper for them to be cautious of doing any act, which may work a forfeiture of their estates for life, and destroy the said contingent remainder to the survivor, and thereby let in the testator's heir at law immediately.

Case of Parsons
and Lanoe.

The case of PARSONS and LANOE, (January 27, 1748.)
"Extracted from the MSS. of the late Mr. JODDRELL."
Pow. MS.

COLONEL Lanoe made his will July 10, 1732, as follows: "I make and appoint this to be my last will, in the following words; In case I shall die before I return from the journey I intend, God willing, shortly to undertake for Ireland, my will and desire is that my lands and house at Farley-hill, and all the furniture there shall be sold, and out of the money arising by such sale, that all my debts and funeral charges shall be paid: and I give to Theobald Bland £— out of the monies arising as aforesaid, and after all my debts, legacies, and funeral expenses, are paid, I give all the rest of the monies arising by such sale, and other my estates real and personal, of what nature or kind soever which I shall be possessed of or intitled to at the time of my death to my loving wife, Mary Lanoe, and her heirs for ever:

and I do hereby revoke all former wills, and do declare this to be my only true and lawful will and testament."

Colonel Lanoe went into Ireland, and soon after returned; and after his return, had a son, one of the defendants, and a daughter, and died in 1738; but before his death, mentioned this as his will, and gave direction where it was to be found, and after his death it was found amongst other papers of consequence according to his direction.

The bill was brought against the widow and her infant son, by a legatee, who was also a simple contract creditor, to have the estate at Farley, sold, and to be paid his debt and legacy out of the money arising therefrom, upon which arose two questions.

1st. Whether the devise was conditional, and not to take place as Colonel Lanoe had returned from Ireland?

2d. Whether the devise was revoked by the change of his circumstances since the making his will, (viz.) having children?

To disprove the latter point, it was said that *Lug v. Lug*, 2 *Salk.* 592. had been overturned by many resolutions, particularly *Combe and Combe*, in 1741, at the delegates, was held, that a marriage or the birth of children will not revoke a will; *Ward and Phillips*, at the delegates, Nov. 4, 1734. A will was made 1711, and a son born in 1716, and afterwards several other children, and yet a sentence for the will, (*Beresford's case* at the delegates.) The testator left his estate to a common woman of the town, and afterwards married and had children; and sentence for the will, *Magot v. Magot*, before the Chancellor, where it was held, that as to real estate, a will not revoked by change of circumstances, and offered liberty to the parties to apply to the Ecclesiastical Court, to try if they could get the probate revoked; but they never attempted it.

Lord Chancellor.—The general question is, if this instrument is to be considered as a subsisting will, which has been divided into two

1st. Whether this instrument, or the disposition thereby made, be merely a conditional or a contingent disposition?

2d. If this great alteration in the testator's circumstances, by his having two children after his return from Ireland, does amount to a revocation or annihilation of the will?

As to the first, I think it merely a contingent provision. First point.
 fional disposition; and that no part of this instrument was intended to take effect, but upon the event of his not

returning from Ireland. It is said, there is nothing in SWINBURNE, about the instrument of a will being conditional : but I am clearly of opinion, that a man may make the instrument itself conditional, agreeable to the case put in SWINBURNE, of the making an executor : as if *A.* makes *B.* his executor, if he returns from *Venice* within such a time—if he does not return within that time *fallit testamentum* ; and there is a difference between the instrument itself being conditional, and the disposition made by it ; for in the one case it is not to be proved, but in the other it must : and its construction left to the judgment of the Court. Was the contingency in the present case applicable only to the direction of the sale, Margaret the wife would still be intitled to the estate under the residuary clause, and only the direction about the estate would fail. But I think the contingency goes to the whole will, the legacies are to be paid out of the monies arising by sale, which was not to be made unless he died before he returned from Ireland ; and the devise to Margaret is of the money arising by the sale, and therefore, the whole devise merely conditional. The condition in the first part of the will is to be connected with the other clauses ; and it is the same thing, whether the will or the dispositions thereby made be contingent : if it had been necessary, there are some words that seem to make the will itself contingent ; for he makes it *his will as follows. In case I shall die before I return, &c.* No parol proof ought to be taken into consideration ; for if it be conditional in the frame of it, the condition must either be expunged, or some act done amounting to a republication, and it would be of dangerous consequence to admit such parol evidence, since the statute of frauds, and the will must stand or fall by its own words.

Second point.

The next question is, whether the great alteration in the testator's circumstances, by his having two children who by this will are disinherited of all their father's estate, does amount to a revocation of the will, or an extinguishment of the disposition thereby made. Something has been offered to rebut the implied revocation, viz. a settlement which Colonel Lanoe and his wife made of his wife's estate upon her for life for her separate use, then to the husband for life, and to such of the children, and for such estate as the wife should appoint, and for want of such appointment, to the first son in tail, &c. and it was said that Colonel Lanoe might know that the children were provided for by this settlement : but this estate was under the wife's power, who might have given the greatest part thereof to her daughter, or have

given the son only an estate for life ; and as it has not the force and validity of an absolute settlement, must be laid out of the case, and not weigh on either side. As to the personal estate, the case of *Lug v. Lug*, 2 *Salk.* 592. and 1 *Lord Raym.* 441. is an express authority that marriage and having children is a revocation : it was said that the modern authorities are otherwise : and I will give no opinion upon it if the point be settled. I do not pretend to disturb it ; but the cases cited are only from report ; and there is a difference between the revocation of wills of real and personal estates upon the statute of frauds and perjuries ; the clauses of that statute are differently penned, that relating to lands being, *That wills shall not be revoked otherwise than by another will*, &c. which is an express exclusion of all other kinds of revocation, and the cases of revocation by fine, feoffment, &c. are *Ex Vi Legis*. Where there is no alteration of the estate as by feoffment without livery, and bargain and sale without enrolment, it is within the words of the statute, *or other writing declaring the same*, and all conveyances since the statute of frauds must be in writing. The clause relative to revocation of wills of personal estates is, *that no will in writing shall be repealed by any words, or will by word of mouth only, except reduced into writing*, &c. which is only a limitation of the manner of revoking by words, and leaves all other methods of revoking existing as they were before : so that if by the civil law received in this kingdom, any alteration of circumstances would revoke a will before this statute, there is nothing therein to alter it. It was said there was a difference between marrying, and having children subsequent to the will, and being married at the time of the will made, and having children afterwards, that in the first case, the having children may be supposed not to have been within the testator's contemplation ; but that in the other, he must be presumed to have considered that he might have children ; and there may be a good deal of reason in the distinction : though I give no opinion upon it, meaning only to show the difference between the revocation of wills of real and of personal estates, and mention it the rather upon this occasion, that there being such an alteration of circumstances between the making the will, and the testator's death, a liberal construction ought to be made of the will, to give it effect, as the testator might know when he made it that his wife was not with child. Upon the whole I think it a contingent provisional disposition, and that as Colonel Lanoe returned from Ireland it cannot take place.

W I L L S.

A Will of Freehold, Copyhold, and Leasehold Estates.

I *H.* earl of ———, make my last will and testament as follows: WHEREAS in and by an act of parliament made and passed in the ——— year of the reign of his late Majesty, King *George* the ———, intituled, “An Act for the more effectually carrying into Execution certain Articles of Agreement made before and in consideration of the Marriage of the honourable ——— esq. with the most honourable ———” and for the purposes therein mentioned, all my manors, &c. in the counties of, &c. therein particularly mentioned and described, with their appurtenances, were subject to a term of ——— years, and certain trusts, powers, charges, and provisions therein mentioned, limited and settled to the use of myself for life, without impeachment of waste, with remainder to my eldest son, the said *A. B.* now called viscount ———, for his life, without impeachment of waste, remainder to trustees therein named, and their heirs, during the life of the said *A. B.*: In trust to preserve contingent remainders, remainder to the first

and every other son and sons of the said *A. B.* by the said *G. I.* in tail male successively, remainder to the first and all and every other son and sons of the said *A. B.* by any after-taken wife, in tail male successively, with reversion of all the said premises to me and my heirs for ever: Now I do hereby give and devise all my said manors, &c. in the counties of, &c. and the said fee-farm rents, particularly mentioned and described in the said recited act of parliament, with their appurtenances, subject to the said term of ——— years, and the several estates, limitations, trusts, powers, charges, and provisions thereby created and provided, to my second son *C. D.* of, &c. for his life, without impeachment of waste, and after the determination of that estate, to the right honourable lord ———, and *S. D.* of, &c. and their heirs, during the life of the said *C. D.*; In trust to preserve the contingent uses and estates hereinafter limited from being defeated and destroyed, and for the said purpose to make entries and bring actions as occasion shall require; yet, nevertheless, to permit and suffer the rents and profits of the same premises to be received by the said *C. D.* during his life, remainder to his grand-son *A. B.* son of the said *C. D.* for life, in like manner, *ut supra*, remainder to trustees to preserve, *ut supra*, &c. And from and after the decease of my said grand-son *A. B.* to the first and every other son and sons of my said grand-son *A. B.* to be begotten, severally, successively, and in remainder, one after another, in order and in course as they and every of them shall be in priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons, lawfully issuing, every elder of such sons, and the heirs male of his body issuing being always

To his second son *C. D.* for life.

Remainder to his grand-son.

Remainder to first and other sons of his grand-son *A. B.* in tail male.

Remainder to
testator's after-
born sons in tail
male.

Remainder to
testator's own
right heirs.

Devise to trust-
tees, their exe-
cutors, &c.
all leasehold
estates in the
said act men-
tioned.

Upon trust to
pay and per-
form rents and
covenants, and
renew leases,
&c.

Subject thereto
in trust to per-
mit children
and grand-
children to
receive rents,
&c. till 21,
with remain-
ders over.

preferred and to take before the younger of them, and the heirs male of his body issuing; and in default of such issue, remainder to the second and other sons of the said C. D. (*ut supra*) and then to the other children of testator, and their issue successively. AND in default of such issue, to all and every other son and sons of me the said H. earl of ———, hereafter to be born, severally, successively, and in remainder, one after another, according to their priority of birth, and the several and respective heirs male of the bodies of all and every such sons hereafter to be born, lawfully issuing, every elder of such after born son, and the heirs male of his body issuing, being always preferred, and to take before the younger of them, and the heirs male of his body issuing, and in default of such issue to my own right heirs for ever. AND I do hereby give and devise to H. T. of, &c. and T. B. of, &c. their executors and administrators, all my leasehold estates comprised in the said act of parliament, whereof I, or any other person in trust for me, am, is, or shall, at the time of my decease, be possessed of, for any term of years, subject to the several limitations, &c. in the said act; Upon trust to pay and perform the rents and covenants reserved and contained in the leases thereof, on the lessee's part and behalf to be performed, and to renew the same from time to time as occasion shall require, and for that purpose to make such surrenders of the leases so to be renewed, as shall be requisite and necessary in that behalf, and out of the rents, issues, and profits of the said leasehold premises to raise so much money as shall be sufficient for paying the several fines and other necessary charges for renewing the said several leases from time to time, and subject thereunto: In trust to permit and suffer the

yearly rents and profits of the said leasehold premises to be received by my said son *C. D.* and his assigns, during so many years of the said respective terms as he shall happen to live: And from and after the decease of the said *C. D.* in trust to permit and suffer the yearly rents and profits of the said leasehold premises to be received by my said grand-son *A. B.* and his assigns, during so many years of the said respective terms as he shall happen to live; and from and after the decease of my said grandson *A. B.* in trust to permit the first son of my said grandson the said *A. B.* lawfully to be begotten, to receive the rents and profits of the said leasehold premises to and for his own use and benefit, until he shall attain the age of ——— years, or shall die under that age, without issue male of his body. AND in case such first son of my said grand-son *A. B.* shall attain his age of ——— years, then that the said trustees shall convey and assign the said leasehold premises to such first son, his executors and administrators, for the then residue and remainder of the several and respective terms therein then to come and unexpired; but in case such first son shall happen to die under the age of ——— years, without issue male of his body, then that the said trustees shall stand and be possessed of, and interested in, the said leasehold premises, in trust for the second, third, fourth, fifth, and all and every the son and sons of my said grand-son *A. B.* lawfully to be begotten, successively, and in like manner, and for such estates and interests, subject to such contingences as are hereinbefore limited and directed, as to the first son of my said grand-son *A. B.*; and in case there shall not be any son of my said grand-son *A. B.* or all such sons shall die before any of them shall attain the age of ——— years, and without leaving

issue male of their bodies, then in trust to permit the second son of the said *C. D.* to receive, &c. till ———, or death, (as above respecting the first son of *A. B.*) and so to the other sons of *C. D.* respectively. AND in case there shall not be any son of the said *C. D.* or all such sons shall die before any of them shall attain the age of ——— years, and without leaving issue male of their bodies, then upon trust to permit and suffer the yearly rents and profits of the said leasehold premises to be received by my son sir *Y. J.* and his assigns, during so many years of the said respective terms as he shall happen to live: And after his death, the same remainders to his first and other sons, as before limited to the sons of *A. B.* and *C. D.* and in default of sons of the said sir *Y. J.* the like in trust for *C. J.* and sons, the like remainder in trust for *Y. J.* and sons, and in default of issue male living of the said *Y. J.* then in trust to permit and suffer all and singular the said several leasehold premises to be held and enjoyed by such person and persons as from time to time shall be entitled to the said freehold manors, &c. in the said counties of, &c. by virtue of this my will, as far as the nature of the said leasehold premises shall respectively admit of, as, and by the rules of law and equity they may: And I give and devise all my copyhold lands, tenements, and hereditaments, held of the manor of, &c. to which I have been admitted since the passing of the said act of parliament, and also all my copyhold lands, &c. held of the manor of, &c. by me lately purchased of, &c. and to which I have been lately admitted; and also all my copyhold messuages, &c. held of the several manors of, &c. by me lately purchased of, &c.; and also all other my copyhold messuages, &c. in the said county of ———, with their, &c.; and all my

In default of
issue, &c.

Testator gives
his copyhold
estates to the
same uses as de-
clared respect-
ing his free-
hold estate in
——, by the
act of parlia-
ment and this
will.

estate, right, title, and interest, both in law and equity, in and to the same respectively, to such persons, and to, for, and upon such uses, intents and purposes, and with such limitations, powers, and clauses as my freehold estates in the said county of ———, are in and by the said act of parliament, and by this my will, settled, limited, and devised. AND I do hereby give and devise all my estate, right, title, and interest in and to all those tithes, tenements, and hereditaments, with the appurtenances, in the county of ———, comprised in a certain lease for lives, granted to me in the said act of parliament mentioned, and subject to the several limitations, trusts, powers, charges, and provisos by the said act created, to the said H. T. and B. T. and their heirs, upon trust by and out of the rents and profits of the said last mentioned leasehold premises, to pay the rents reserved in and by the said lease, or any new lease hereafter to be granted thereof, and to perform the covenants therein contained, on the lessee's part to be performed, and also to renew the said lease from time to time, as occasion shall require, and for that purpose to make such surrenders as shall be necessary in that behalf, and out of the rents and profits of the same premises to raise so much money as shall be sufficient for paying the fine or fines, or any necessary charges for renewing the said lease from time to time, and subject thereto, to stand and be seised of, and interested in the said last mentioned leasehold premises, in trust for such person or persons as shall from time to time be entitled to the rest of my estate in the said county of ———, by virtue of this my will, and for, and upon such uses, trusts, intents, and purposes as are hereinbefore mentioned and declared of and concerning the said estate, so far as the nature of

He gives all his tithes in ——— under lease to him.

In trust to pay rents and renew leases.

And subject thereto, in trust for such persons as shall be entitled to the rest of his estates in the same county.

Powers for
persons in pos-
session to grant
jointures.

the said last mentioned leasehold premises will admit, and by the rules of law and equity they may; And my will is that it is and shall and may be lawful to and for my said son C. D. my grandson A. B. and my said sons sir Y. J. C. J. and Y. J. and any of my after-born sons, respectively, when, and as they shall respectively be in possession of the freehold manors, &c. hereby devised to them as aforesaid, by any deed or deeds in writing, to be by them executed in the presence of two or more credible witnesses, to grant, limit, or appoint any of the manors, &c. hereinbefore mentioned, whether the same be freehold, or in part freehold, and in part leasehold, (other than and except the capital mansion-house and park of ———, in the said county of ———, with the gardens and appurtenances thereto belonging) with any rent-charge to be issuing out of and charged upon all or any part of the said manors, &c. except as aforesaid, with powers of distress and entry, and a term of years, and usual powers of distress, other usual provisions for the effectually securing the same rent-charge, unto, upon, or to the use of any woman or women they may have married, or shall respectively marry, for the life or lives of such woman or women, for, and in the name of her and their jointure or jointures, and in bar of dower, in the manner, and subject to the restrictions and contingences hereinafter expressed, (that is to say,) in case at the time of executing such power, there shall happen to be no former jointure subsisting or in being, charged upon or issuing out of the said premises, or any part thereof, then for my said sons, and grandsons, respectively executing such power, to limit or appoint either a jointure in lands, whereof the yearly rents shall not exceed £—— per annum,

above all reprises, (parliamentary taxes excepted,) or a rent-charge not exceeding £—— per annum, free from all taxes and other deductions whatsoever, as my said sons, or grand-sons respectively executing such power, shall think fit: And in case at the time of executing such power, there shall happen to be but one jointure subsisting, or in being, charged upon, or issuing out of the said premises or any part thereof, then for my said sons and grand-sons, respectively executing such power, to limit or appoint either a jointure, in lands, not exceeding £—— per annum, above all reprises, (parliamentary taxes excepted, as aforesaid,) or a rent-charge not exceeding £—— per annum, free from all taxes and other deductions whatsoever, as my said sons or grand-sons respectively executing such power shall think fit: And in case at the time of executing such power, there shall happen to be two or more jointures subsisting, or in being, charged upon or issuing out of the said premises, or any part thereof, then for my said sons and grand-sons respectively executing such power, to limit or appoint either a jointure in lands, not exceeding £—— per annum, above all reprises, parliamentary taxes excepted, or a rent-charge not exceeding £—— per annum, free from all taxes and deductions whatsoever, as my said sons or grand-sons, respectively executing such power, shall think fit: Nevertheless my will is, that it shall and may be lawful to and for my said sons and grand-sons respectively to grant, limit, or appoint an additional jointure or jointures, unto or upon their wives respectively, as and when any former jointure or jointures shall fall in or determine, so as such additional jointure or jointures do not, together with their other jointure or jointures before limited to them,

exceed, in the whole, the jointure or jointures hereinbefore mentioned, and expressed in any of the cases aforesaid respectively: And my will also is, that it shall and may be lawful to and for the said *C. D.* my said grand-son *A. B.* and my said sons *fir C. J.* and *Y. J.* and any of my after-born sons respectively, when and as they shall respectively be in possession of the freehold of the manors, &c. hereby devised to them as aforesaid, by any such deed or deeds, writing or writings, or by their last wills and testaments in writing, to be by them published and declared, in the presence of three or more credible witnesses, to grant, limit, devise, or appoint any of the said manors, &c. whether the same be freehold or leasehold, or in part freehold, and in part leasehold, (other than and except as aforesaid,) unto any person or persons, for any term or number of years, to commence from the death of any of my said sons, or grand-sons, respectively executing such last mentioned power: upon trust, by sale or mortgage of the lands, hereditaments, and premises so to be granted, limited, devised, or appointed, or out of the rents and profits thereof, or by all or any of the said ways or means, to raise and levy (after the death of the sons or grand-sons so respectively executing such power) such sum or sums of money for the portion or portions of their respective daughters and younger sons, as are hereinafter mentioned, (that is to say,) in case there shall be but one younger son, or one daughter of my said sons or grand-sons, executing such power, then upon trust to raise any sum of money not exceeding £——, for the portion of one such younger son or daughter, respectively; and in case there shall be but two or more younger children, whether sons or daughters, or in case of no son, there shall

be two or more daughters of my said sons or grand-sons respectively executing such power as aforesaid, then upon trust to raise any sum or sum or sums of money not exceeding in the whole the sum of £———, for the portion or portions of all and every such younger children and daughters respectively, such portion and portions to be paid at such times, and in such manner, and with such yearly sum or sums of money, for the maintenance of such one or more daughter or daughters, younger son or sons, not exceeding the interest of their respective portion or portions, after the rate of — per cent. in case of two or more younger sons, or daughters, and not exceeding the interest of his or her portions, after the rate of — per cent. in case of one daughter, or one younger son, as any of my said sons or grandsons, respectively executing such power, shall by such deed or deeds, writing or writings, or by their last will and testament, in writing, from time to time direct and appoint. AND my will is, that it shall and may be lawful to and for my said son C. D. my said son P. Y. and my said sons sir C. J. and Y. J. or any of my after-born sons respectively, when, and as they shall respectively be in possession of the freehold manors, &c. hereby devised to them for their respective lives, as aforesaid, by any deed or deeds, writing or writings, to be by them executed, in the presence of two or more credible witnesses, to lease, demise, or grant to any person or persons, all, or any part or parts of the manors, &c. hereinbefore mentioned, whether the same be freehold or leasehold, or in part freehold, and in part leasehold, (except the capital mansion-house, &c. for any term or number of years, not exceeding twenty-one years, to take effect in possession and not in

Powers for said tenants for life to grant leases for 21 years.

reversion, so as there be reserved in all such leases the best and most improved yearly rents that can or may be had or gotten for the same, without taking any fine, and so as in all such leases there be contained conditions of re-entry for non-payment of the rents, and so as no such leases be made dispunishable of waste, and so as the respective lessees do execute counterparts of all such leases.

Reciting a power reserved by act of parliament, for testator to raise portions.

That he had advanced all his younger children but —.

AND WHEREAS in and by the said act of parliament, a power is reserved to me to appoint portions and maintenances to be raised for my younger children, out of the said manors, &c. therein comprised, and in default of such appointment, certain sums of money therein mentioned are thereby directed and provided to be raised for that purpose: AND WHEREAS since the passing of the said act of parliament, I have advanced my second son *A. B.* in marriage, and did thereupon convey and settle all my estate in the county of —, to the uses and purposes mentioned in his marriage settlement. AND I have also conveyed several fee-farm rents, reserved and issuing out of and from divers manors, lands, and premises, in the county of — and —, to my third son *Y. I.* and the heirs of his body, and in default of such issue to me and my heirs. And I have also conveyed several fee-farm rents, reserved and issuing out of and for divers manors, lands, and hereditaments, in the —, to my fourth son *Y. J.* and the heirs of his body, and in default of such issue, to me and my heirs. AND WHEREAS upon the marriage of my two daughters *E.* (late *E.* lady *A.* deceased, and lady *H. M.* now the wife of sir *H. G.* bart. I did advance and pay portions with and for my said daughters respectively. Now I do hereby declare that the said advancements and settlements so given and made by me, on the marriage of my said son *C. D.* and the settlement of the said two fee-farm rents upon my

Testator declares that such advancements shall be in satisfaction of provision made by said act.

said sons sir *C. J.* and *I. Y.* respectively, and the portions so advanced and paid by me on the marriage of my said two daughters respectively, were and are intended by me to be in lieu, full satisfaction, and discharge of the several and respective portions and maintenances to which they respectively are or might have been entitled as younger children of me the said Earl of —, by virtue of or under my marriage settlement, or the trusts of the said act of parliament. AND I do by virtue of the power to me given by the said act of parliament, and of all other powers in me vested, direct and appoint that such sum of money be raised out of the said manors, &c. in the said act comprised, for the portion and maintenance of my fifth son the said *Y. I.* as one of my younger sons, and of such other of my said younger hereafter to be born, as in and by the said act of parliament are expressly directed and provided to be raised, in default of appointment being made by me, and that the same shall be made at such times, and subject to such contingences as are therein before expressed, specified, and declared. And I give to my said son *Y. I.* the sum of — to be paid to him out of my personal estate, in order to make up his portion full —. AND WHEREAS it was intended and agreed by the articles made on the marriage of my eldest son with the said *M. G.* that I should as far as in me lay, exonerate and discharge the said settled estates from the several portions and maintenances thereby, and by this my will provided and appointed for my own younger children. Now I do hereby give and bequeath to the right honourable sir *T. P. T. A.* of, — &c. and *H. J.* of, — &c. all the residue of my personal estate, after the satisfaction of all my debts, and all the legacies hereby given. Upon trust that the said *T. B. A. T.* and *H. J.* the survivor or survivors of them, or the executors or

Directs that such sum shall be raised or — as is provided in the said act.

In trust there-out to pay unsatisfied portions.

administrators of such survivor, shall thereout pay and discharge the said portions remaining unsatisfied, and the interest thereof, and the said maintenances or so much thereof as ought to be paid after my decease, and exonerate my said settled estate therefrom. And I give and devise all my burgage houses, &c. as well copyhold as freehold, in or near the borough of —, in the county of —, with their and every of their rights, members, and appurtenances thereto belonging, whereof I, or any person or persons in trust for me, am, is, or are seised or possessed, and all my estate, right, title, and interest therein and thereunto, unto my said son *P. D.* commonly called, &c. and *C. P.* their heirs and assigns, as jointtenants. And I also give and devise unto the said sir *T. P. A. T.* and *H. I.* and their heirs, all my fee-farm rents in the counties of —, —, and —, or any of them, not comprised in the said act of parliament, and which I have not conveyed to my said son *Y. I.* as aforesaid. And all my fee-farm rents in the said county of —, not settled on my said son sir *C. J.* and also the reversion in fee of the said fee-farm and other rents in the counties of —, —, and —, settled on my said sons sir *X. J.* and *A. J.* and all my estate and interest in the said fee-farm rents. And also all that the manor of, &c. with the rights, members, and appurtenances thereof, and all other my freehold manors, &c. whatsoever in the said county of —, with the appurtenances by me lately purchased, of, &c. (and other his freehold estates not before devised) Upon trust, in the first place, that in case the residue of my personal estate as aforesaid, shall not be sufficient to satisfy the said portions of my own younger children, and the interest thereof, and the said maintenance, then they the said trustees, or the survivors or survivor of them, or the heirs of such survivor, do and shall by and

In trust to satisfy portions and maintenances of younger children in case his personal estate should not be sufficient.

out of the rents and profits, or by mortgage and sale of my said manor, hereditaments, and real estates, herein last devised to them, or of so much thereof as shall be sufficient for that purpose, raise so much as shall be sufficient fully to satisfy and discharge the said portions, and the interest thereof, and the said maintenance, and exonerate my settled estate therefrom. AND upon this further trust, that after the same shall be fully satisfied and discharged, my said trustees, or the survivors or survivor of them, or the heirs of such survivor, shall convey and settle my said manors, &c. hereditaments, and real estate, herein last devised to them, or so much thereof as shall remain unsold, or undisposed of, to such persons, and uses, and upon such trusts, and with such limitations, powers, and clauses, as my real estate comprised in the said act of parliament is thereby, and also by this my will respectively settled and devised (except the jointure settled on the lady marchioness G. and the portions and maintenances provided for my own younger children, and the younger children of my said eldest son by his present marriage, and the term of — years, created for that purpose. And as to the surplus of my personal estate, which shall remain after the payment of all my debts, and all the legacies hereby given, and after all the said portions of my younger children not yet satisfied, and the interest thereof, and the said maintenance shall be fully discharged, I do hereby direct my said trustees, or the survivors or survivor of them, or the executors or administrators of such survivor, shall dispose and lay out the same in the purchase of lands, tenements, and hereditaments, in that part of *Great Britain*, called *England*, of a good, sure, and indefeasible estate of inheritance, and that the same, when purchased, shall be conveyed and settled to the like uses, and in the like manner, to all intents and

And after the same are satisfied, trustees to convey real estates last devised, to whom real estates mentioned in said act of parliament are limited.

Directs that all the residue of his personal estate, after the portions and maintenance of his children, shall be laid out in purchase of lands, to be conveyed as the real estate last devised.

purposes, as my real estate herein last-mentioned to be devised to my said trustees, is hereinbefore directed to be conveyed and settled. Also I give and devise all the parsonage and rectory of —, in, &c. purchased of T. W. and all the lands, meadows, pastures, feedings, glebe lands, and all other hereditaments, tithes, emoluments, advantages, commodites, and profits whatsoever, with the appurtenances in any wise belonging or appertaining, growing and renewing to, in, and upon, &c. to the said H. T. and T. B. and their heirs, upon such trusts, and to and for such uses, intents, and purposes, as are respectively enacted and declared, devised, or limited, in and by the said act of parliament, and by this my will, concerning the tithes, &c. granted to me by the Bishop of of —, in the said act of parliament, and hereinbefore mentioned, (except the jointure, &c. as before excepted): [*devise of certain leasehold premises to trustees upon trusts declared in the act.*] Also, I give and bequeath all my pictures, household furniture, &c. in my capital mansion-house at —, and all my books, printed and manuscript, whatsoever, which I shall be possessed of at the time of my decease, except such as are hereinafter given to my said sons D. T. and Y. I. unto the H. T. and T. B. their executors and administrators, upon trust, and to the intent to assign and settle the same, to or for the benefit, and to permit the same to be used and enjoyed by such person or persons successively, as shall from time to time be entitled to my said capital mansion-house of — afore said, according to the limitations in the said act of parliament, and in this my will contained, as or in the nature of heir-looms, as far as the rules of equity or law will admit. And I give to my said son C. all my manuscripts and papers, relating to the common law or equity. And I give to my said son I. T. all my printed books relative to the common law or equity, with liberty never-

theless for my said son C. to take thereout such of the same books as he has not in his own collection, (*some pecuniary legacies*). And it is my will that my said trustees be allowed and disbursed all their charges and expences, and be fully indemnified out of my estate : and that they shall not be responsible for any loss without their wilful default, nor for any more money than shall actually come to their hands respectively ; and that the receipt or receipts of any of my said trustees, or of the survivors or survivor of them, or the heirs of such survivor, shall be an effectual discharge or discharges to any purchaser or mortgagee of any part of my real estate hereby devised to be sold or mortgaged by them ; and that such purchaser or mortgagee shall not be obliged to see to the disposition, or be answerable for any loss or misapplication thereof. And lastly, I make and constitute my said eldest son D. commonly called, &c. sole executor of this my will, hereby revoking or annulling all wills and codicils by me formerly made. In witness, &c.

A Will of Real and Personal Estates, by which many Provisions are made, relative to the Advancement and Marriage of Children, &c. as in the margin.

I S. H. of ———, in the county of ———, esq. do make this my last will and testament as follows, that is to say, I give and bequeath to the honourable Mrs. S. T. of, &c. the sum of —, for Bequest of 50l. mourning. I also give mourning rings of the value of — a-piece to all such of my family or friends to whom my executor and executrix shall think proper to present the same. And also mourning of — to each of my menial servants living with me, or in my service, at the time of my decease. And as to my burial, I desire that the same may be as

Recital of marriage articles.

private as may be, either in my father's family vault at —, &c. or in my mother's at —, in the county of —, at the discretion of my executrix and executors. Also I give and bequeath unto my dear wife *S. T.* my coach, mares, and also such of my coaches and other carriages, and such other of the horses, mares, and geldings, of which I shall be possessed of at the time of my decease, as she shall choose to keep for her use, and the rest of my horses and carriages I direct to be sold, and the produce to be applied as hereinafter directed, concerning the residuum of my personal estate. And I also give and bequeath unto my said dear wife, all her paraphernalia, and also all my jewels of every kind, to and for her own use, and to be at her own disposal. WHEREAS by my marriage settlement, bearing date on or about the — day of —, made in pursuance of articles entered into previous to my marriage, my daughters and younger sons, (being two or more) will be entitled to the sum of —, to go and be allotted to any such two or more of them, or to be paid to and shared and divided between and among them all, in such parts, shares, and proportions, and in such manner and form, and to be paid and payable at such ages, days, and times, and subject to such provisos, conditions, and limitations over, as I shall by deed or will direct or appoint. And failing such appointment, to be equally divided, and to be payable to sons at the age of twenty-one years, and to daughters at the age of twenty-one, or day of marriage, which should first happen, with interest from my death, at three *per cent. per annum*, or with such lower rate of interest, in proportion to their ages, as the trustees therein named should think necessary. AND WHEREAS by a subsequent settlement, bearing date on or about the — day of —, my said daughters and younger sons will be enti-

tled to the further sum of —, to be raised by the ways and means therein mentioned, after the decease of me, and my said wife S. T. as an addition to and in augmentation of the aforesaid portions, with interest for the same from the time of my decease, at the rate of twenty *per cent. per annum*, till the same shall be actually raised and paid; which said sum of —, was to be payable and paid at the times, and in the manner, and should be subject to such right of accruer or survivorship, as are in the said indenture of the — of —, mentioned, with regard to the portions provided for such daughters and younger sons. AND WHEREAS there is contained in each of the said respective settlements, a proviso, that if I should in my life-time: give or advance any sum or sums of money, for the preferring or advancing any of the said children, being a son or sons, in the world, or placing him or them in any business or employment, or should advance any of the said children, being daughter or daughters, in marriage, in my life-time, with any portion or portions whatsoever, then if such sum or sums, portion or portions, should be equal to the portion or portions by the said settlements respectively intended for such child or children respectively, such sum or sums, portion or portions so advanced by me, should in that case be accounted in full satisfaction of the portion or portions, by the said settlements respectively intended for such child or children respectively; but if such advanced sum or sums, portion or portions, should be less than the portion or portions by the said settlements respectively intended for such child or children respectively, then such advanced sum or sums, portion or portions, should be accounted as part of the portion or portions thereby intended for such child or children respectively, and then so much more money only should be raised as would make such

Of a proviso as
to preferring
children.

Of having paid
— as a marriage portion
for one of his
daughters.

Declaration
that portion
advanced with
daughter shall
be taken as a
portion provided
by settlement.

advanced sum or sums, portion or portions equal to the portion or portions respectively intended for such child or children respectively, unless I should declare the contrary in writing under my hand, attested by two or more credible witnesses. AND WHEREAS I did on the marriage of my eldest daughter O. with sir W. H. bart. pay and secure to the said sir W. H. the sum of —, as and for the marriage portion of my said eldest daughter O. And it being my desire, notwithstanding such advancement to my said eldest daughter O. that the whole of the said respective sums of — and —, may be raised on my said settled estates, for the benefit of my younger children. I do hereby declare that the portion so advanced with my said eldest daughter on her marriage, shall be accounted as a part of, or as a satisfaction for her share, as one of my daughters, of and in the said respective sums of — and —, or either of them. And I do hereby, in execution of the power to me reserved in and by the said respective settlement, hereby will, appoint, and direct, that the whole of the said respective sums of — and —, shall be raised by the ways and means expressed in the said settlement, but in regard of the greater number of my younger children, and that so large a portion hath been already advanced to my said daughter lady H. and that she is besides amply provided for by her marriage settlement, I will and appoint unto her my said daughter lady H. the sum of — only, as and for her part, share, and proportion, of and in the said respective sums of — and —; and in regard also that I have by this my will devised my unsettled real estates to my second son S. C. in manner hereinafter mentioned, I will and appoint unto my said son S. C. the further sum of — only, as and for his part, share, and proportion, as one of my younger sons, of and in the said respective sums of — and

——. And I will, appoint, and direct that the residue of the said several sums of — and — shall be paid and divided equally to and amongst all my other daughters and younger sons, share and share alike, and that the same shall be payable, and paid at the several times and in manner in the said respective settlements mentioned, and with maintenance in the mean time, until the said respective portions shall become payable, as in such settlements is directed, and subject to such right of survivorship and ownership, and to such provisos and directions as are mentioned and expressed in and by the said respective settlements of and concerning the same. PROVIDED nevertheless, and it is my will that my said eldest daughter lady *H.* or my said son *C.* shall not derive any benefit or right of survivorship or accruerhip, of or in the parts or shares of my said other younger children of the said respective sums of — and —, or either of them; but that the parts and shares of such of the said other younger children as shall happen to die before their respective portions shall become vested, shall accrue and survive to the survivors, or others of such younger children only, exclusive of my said daughter lady *H.* and of my said son *C.* AND as a further provision for younger children, I do hereby charge my estates, real and personal, with the payment of the further sum of —, and interest for the same, after the rate of — per cent. by the year, from the time of my decease, for the portions of all my said daughters and younger sons (except my said second son *S. C.* and my daughter lady *H.*) and which said sum of —, I give to my trustees hereinafter named, and their executors and administrators, upon the trusts, for the intents and purposes, and subject to the restrictions and provisos in this my will, or by any codicil or codicils to be annexed thereto shall be declared hereafter

Appointment
of portions.

Charge for por-
tions of chil-
dren.

Proviso as to
marrying.

of and concerning the same, that is to say, in trust to divide the same amongst all my daughters and younger sons (except as aforesaid) equally share and share alike, the shares of such of my younger children as are or shall be sons, to be paid to them when and as they respectively attain the age of twenty-five years, and the shares of such of my younger children, as are or shall be daughter or daughters, to be paid to them as they shall respectively attain the age of twenty-five years, or on the days of their respective marriages, which shall first happen. PROVIDED that the marriage or marriages of them, or any of them, who after my decease shall marry under the age of twenty-one, shall be had with the consent and approbation of my dear wife, or of such other person or persons, who shall at that time be guardian or guardians of my said daughters, whose consent I direct shall be first obtained in writing for that purpose. AND it is my mind and intention, and I do hereby will and direct that such of my said daughters, who shall after my decease marry before the age of twenty-one years, with such consent as aforesaid, shall be entitled to no more than she will have a right to claim by the beforementioned settlement; and in that case her share and proportion of the said — shall not be raised at all, but sink into the several estates or funds hereby charged therewith, so far as concerns the same respectively, for the benefit of the person or persons respectively entitled under this my will, to the same estates or funds, in the same manner as if such share or portion had never been charged thereon, or made payable thereout; but if any of my said younger sons shall have attained the age of twenty-five years, or any of my daughters shall be married, or have attained her age of twenty-five years, at the time of my decease; then I will and direct, that his or her portion and share of

and in the said sum of —, shall be vested and payable from and immediately after my decease, with interest from that time till payment, after the rate aforesaid. AND it is my will and meaning, that in case of the death of any of my younger children, or any of my younger sons becoming intitled to my estates hereinafter devised, in remainder immediately expectant on the term of — years hereinafter limited, and before his, her, or their portions or shares of the said —, shall become payable and vested, then and in such case the share or share, as well original as accruing by virtue of this present clause, of such child or children so dying, or becoming intitled to my said real estates hereinafter devised as aforesaid, shall go and be paid to the survivors, or others of my said younger children (except as before excepted) equally to be divided between and among them, and to vest and be payable at the same times respectively, and under and subject to the same provisos and conditions as are hereby expressed or declared of or concerning his or their portion or portions, so nevertheless, and my will is, that no such younger child shall, by virtue of such survivorship, or accruership, or otherwise, of the portions hereby limited or provided for my said younger children, by and out of the said sum of —, become entitled to any greater portion or fortune (including his or her share and interest in the said —) than the sum of —; after which, all further shares and benefit of survivorship, or accruership of their shares of the said —, shall cease, and the residue of the said sum of —, sink into the said estates or funds, upon which the same is hereby charged, in the same manner as if such residue had never been charged thereon; it being my will and meaning, that no more than so much of the said sum of —, as shall be sufficient, with the said sum of —, to make the portion of such

If younger children die, or younger sons become intitled to estates, their portions shall survive to others.

Limitation of benefit to be received by survivorship.

Declaration
that after-born
children shall
be entitled in
the same man-
ner as those al-
ready born.

Appointment
of guardian.

daughters and younger sons, (except as before excepted) attaining a vested interest in the portion hereby provided for her or him, the sum of — shall be raised by my said trustees and executors out of my said estates (except only as hereinafter is mentioned). AND I do hereby declare that any child or children, which my dear wife may be enstient of at the time of my death, shall, when born, have and be entitled to the same benefit, and share and shares, as if actually born in my life-time. AND I do hereby give and bequeath the care and guardianship of all my children, until such of them as shall be sons respectively attain the age of twenty-one; and until such of them, as shall be daughters shall attain that age, or shall marry, unto my dear wife T. S. in case she shall so long live and continue my widow. And from and immediately after her decease, or marriage with any second husband, I do hereby nominate and appoint the Rev. G. B. H. W. and E. P. and the survivors and survivor of them the guardians and guardian of my said children, until such times respectively as aforesaid. AND I do hereby declare that such guardians or guardian do attend to the education of my said children, and do employ proper persons to take care of them, and of their persons, estates, and fortunes. AND I do hereby direct that my second son S. C. in case of his death such other of my sons, as for the time being shall be entitled to my estates herein after limited, in remainder immediately expectant on the term of — years, herein after limited, shall have and be allowed for his maintenance and education the yearly sum of — until he shall attain the age of nineteen years, and from and after his attaining that age, then the sum of — until he shall attain the age of twenty-one years; and from, and after his attaining that age, then the yearly sum of — until he shall attain the age

of twenty-five years, when I intend that he shall come into possession of my estates hereby devised to him, and not before, the said yearly sums of —, —, and —, during the respective times aforesaid; to be paid quarterly on the four most usual feasts or days of payment in the year, (that is to say) the feast of, &c. in every year, by equal portions, clear of all deductions whatsoever, the first payment of the said yearly sums of —, —, and —, as the case shall happen to be made on such of the said feasts or days of payment as shall happen next after my decease; and in the mean time, until my said son C. or such other son as shall for the time being be entitled to my real estates hereinafter devised in remainder, immediately expectant on the term of — years hereinafter limited therein, shall attain his age of twenty-five years, I order and direct that the park and grounds, in hand, at — aforesaid, may be let out by my trustees or trustee for the time being, as they or he shall think fit to tenants, for the best rents that can be got for the same under proper and usual restrictions, for one, two, or three years: and that such tenants shall not have liberty to plough or break up the feeding and pasture lands: but in case my dear wife shall choose to occupy the same, or any part thereof, during that interval, then such lands shall be let to her at a fair and reasonable rent, to be paid and deducted out of her income for the same: and it is my mind and will, that until such of my said younger children to or in trust for whom the said sum of — is hereinbefore bequeathed, shall attain their ages of twenty-one years, or shall receive their respective shares of the said sums of — and —, hereinbefore appointed to them, such younger children shall respectively be allowed out of the interest of the said sum of —, so much only as together with the maintenance upon their respective por-

Direction to
trustees to let
premises.

Direction for
allowance for
maintenance.

tions provided for them by the said settlement, and heretofore appointed to them, will make up the yearly sums hereinafter mentioned, (that is to say) that such of my younger children as is, are, or shall be a son or sons, shall be allowed so much out of the interest of the said sum of — as will so make up the yearly sum of — a-piece, for their respective maintenance and education, until the age of fifteen years, and from that age to eighteen years, the yearly sum of — a-piece, and from the said age of eighteen years, the yearly sum of — a-piece for their maintenance and education, until they shall attain the age of twenty-one years; and that such of my younger children as is, are, or shall be a daughter or daughters (except as before excepted) shall be allowed so much out of the interest of the said £ —, as together with the maintenance provided by the said settlement, will make up the yearly sum of —, each until they shall respectively attain their ages of thirteen years; from that time, until they shall respectively attain the ages of eighteen years, the yearly sum of — a-piece; and from that time until they shall respectively attain the age of twenty-one years, the yearly sum of — a-piece, for maintenance and education, to be paid by quarterly payments. And I do hereby direct my said trustees to pay the said maintenance money unto my dear wife, during such time as she shall be the guardian of my said younger children, and afterwards to such other person or persons as shall be the guardian or guardians of my said children in her room, by four quarterly payments in every year, to be applied solely to and for their respective use and benefit, and in case of any surplus, the same and the accumulated profits shall be accounted for, with, and paid to my said children respectively, when they shall respectively become entitled to receive their

Direction to
pay maintenance to guardians.

Surplus to accumulate.

portions; and that any of my said-children dying before the age or time hereby appointed for his or her portion or share of the said £——, to become vested, shall not be entitled to any further interest or maintenance out of such his or her said portion than the annual sum or sums hereinbefore last mentioned. PROVIDED always, nevertheless, and it is my will, that it shall and may be lawful to and for my said trustees, or the survivors or survivor of them, his executors or administrators, if they shall judge it expedient and prudent so to do, to pay unto my said younger sons and daughters, or to any or either of them, the whole or any part of their several shares and proportions hereby given to them, of and in the said principal sum of —, at any time after such sons or daughters shall have attained their respective ages of twenty-one years; and if by reason of the respective possessions of my said younger sons, or for their education, instruction, furnishing, putting them out in the world, or for their advancement in life, my said trustees shall judge it to be for their advantage to advance any sum or sums of money out of their respective portions, at any time before they shall attain their respective ages of twenty-one years: I will that it shall and may be lawful for my said trustees, or the survivors or survivor of them, his executors or administrators, to advance the same, notwithstanding such son or sons shall not have attained his or their age or ages of twenty-one years, or such portion or portions shall not then be vested. AND I do hereby further declare my desire and intention to be, that so long as my dear wife S. T. continues unmarried, she shall have the sole guardianship and direction of the education of all my children, during their respective minorities, and shall have the yearly allowances and sums of money hereinbefore mentioned, paid into her own hands, for the

Power to trustees to advance part of portions.

To interest
the survivors
of the children

To interest
the survivors
of the children

To interest
the survivors
of the children

Recital of
settlements
for jointure.

Confirmation
of jointure.

Bequest of —
per annum as
an augmenta-
tion of jointure.

purposes aforesaid, I Having no doubt of her judgment, tenderness, and truest affection for our said children. AND whereas, by my marriage settlement, my dear wife S. T. is entitled to a jointure of £—— a-year for her life, in case she survives me, to be issuing out of my estates therein mentioned, and by a subsequent settlement, bearing date the —— day of ——, in consideration of her having relinquished and given up to me certain estates therein mentioned, I have settled upon her an additional jointure of —— a-year in lieu of all dower and thirds. Now I do by this my will, ratify and confirm the said jointure, and as a further provision for my said dear wife, I will and direct that she shall have the use of my mansion-house at ——, with my coach-house, stables and appurtenances thereunto belonging, with the like use and liberty of my castle at ——, and also the use of the household goods and furniture thereof, until my said son C. S. or such other sons who shall for the time being be entitled to my real estates hereinafter devised in remainder, immediately expectant on the term of —— years, hereinafter limited therein, shall attain the age of twenty-five years, in case she shall so long live, and continue unmarried, but not otherwise: and I do hereby will and direct that my trustees hereinafter named, their executors and administrators, shall and do permit her to reside in and use the same accordingly. AND I further give and bequeath unto my dear wife the sum of —— per annum, over and above the several jointures hereinbefore mentioned, as an augmentation of her income, to be paid to her out of my estates by quarterly payments, during her residence in —— house as aforesaid, to enable her the better to support the expenses of such residence: and it is my will, that in case my said wife shall think proper

to decline such residence, then the said yearly sum of — shall not be paid; or if she shall accept such residence, and afterwards quit the same, then the annual payment last mentioned, to cease and determine immediately on her quitting such aforesaid residence. Also, I further give and devise unto my said dear wife, S. T. the use and occupation of my mansion-house at —, in the said county of —, with the gardens and offices thereunto belonging, and also — acres of land adjoining thereto, called —, to be enjoyed by her so long as she shall continue my widow, and shall choose to reside in the said mansion-house; and I do direct my trustees of the said term of — years hereinafter limited, to permit her to reside in, use and occupy the same accordingly: And I give and devise all and singular my manors, messuages, farms, lands, tenements, advowsons, and hereditaments, whatsoever and wheresoever, not already otherwise settled by my marriage settlement, or the said subsequent settlement, or otherwise (subject to the aforesaid residence in, and occupation of my said mansion-house and premises at —, and —, and my castle at —, hereinbefore devised to my said wife; and except my house in — in the county of —) and all my reversions, remainders, and expectancies, of and in the said premises, including my estate, right, or title in reversion of and in my settled estates, as far as I have a power of disposing thereof (except, as before excepted) unto my said dear wife, T. S. and the said G. B. H. P. and E. P. and their heirs, to, for, and upon such uses, trusts, intents, and purposes, and subject to such powers, provisos, and directions, limitations, legacies, and bequests, as are in and by this my will contained, limited, expressed or declared of and concerning the same: (that is to say) to the use of my said

Permission to
occupy house.

General bequest
of manors, &c.

wife, and the said *G. B. H. P.* and *E. P.* their executors, administrators, and assigns, for and during, and unto the full end and term of — years, to commence from the time of my decease, upon the trusts hereinafter mentioned and declared of and concerning the same term : and from and immediately after the end, expiration, or other determination of the said term of — years, and in the mean time subject thereto, and to the trusts thereof, to the use of my said second son *C. S.* and his assigns, for and during the term of his life, subject to impeachment of waste, but with power of cutting down such timber as may be necessary for the repairs of the estate, and to cut and make sale of such timber, being ripe and of full growth as shall be deemed proper and reasonable by them, my said trustees for the time being, of the said term of — years : and from and after the determination of the same estate by forfeiture in his life time, or otherwise, to the use of *R. C.* of —, clerk, and *C. R.* clerk, and their heirs, during the natural life of my said son *C. S.* in trust by the usual or proper ways and means to support and preserve the contingent uses and estates hereinafter limited, but nevertheless to permit my said second son and his assigns, from time to time to receive and take the rents, issues, and profits of the same premises during his life, to and for his and their own use and benefit, subject nevertheless to the trusts hereinafter declared respecting the application of the said rents and profits, till his age of twenty-five years : and from and immediately after the decease of my said second son, to the use of the first, second, third, fourth, and all and every other the son and sons of my said second son, lawfully to be begotten, severally, successively, and in remainder, one after another, in order and course as they and every of them shall

Remainders in
tail.

be, in priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons issuing, the elder of such sons, and the heirs male of his body issuing, being always preferred, and to take before the younger of the same sons, and the heirs male of his and their body and bodies issuing; [Remainder to — for — years.]
 Remains in like manner to the third and other sons of the testator for life and in tail male successively, as to first son] and in default of issue male of testator's body begotten, to the use of my said wife, and the said G. B. H. P. and E. P. their executors, administrators, and assigns, for and during and unto the full end and term of — years, then next ensuing, without impeachment of waste, upon the trusts, and for the ends, intents, and purposes, and subject to the provisos hereinafter expressed and declared concerning the same term, and from and after the end, expiration, or other determination of the said term of — years, and in the mean time subject thereto; and to the trusts thereof, to the use of my eldest daughter O. W. the wife of sir W. H. bart. and her assigns for her life, subject to impeachment for waste, but with such power of cutting down timber for necessary repairs and otherwise, with the consent of my trustees, as hereinbefore mentioned; but nevertheless upon this express condition, that my said daughter, and her present or any future husband, and the heirs male of her body, begotten and to be begotten, when, and as she and they shall respectively become entitled to the possession, or to the rents and profits of my said estates, under or by virtue of this my will, do take upon themselves respectively, the surname of S. and do use the same, and the arms of S. upon all occasions, as hereinafter is mentioned: and from and after the determination of the said estate so hereby limited

Subject thereto to eldest daughter, upon condition of using surname.

to my said eldest daughter, by forfeiture or otherwise, in her life, to the use of trustees during the natural life of my said eldest daughter : upon trust by the usual ways and means, to preserve the contingent uses hereinafter limited, but nevertheless to permit my said eldest daughter and her assigns, during her life to receive and take the rents, issues, and profits of my said estates, for her and their own use, subject to the trust hereinafter declared concerning the application of the said rents and profits, till her said age of twenty-five years : and from and immediately after the decease of my said eldest daughter, [to the use of testator's grandson, *W. H.* son of his said daughter, lady *H.* for life, in like manner as to said lady *H.* with like power to cut timber, and upon condition of having issue male, and using the surname of *S.* as hereinafter mentioned,] remainder to trustees to preserve, &c. as before to daughter, remainder to first and other sons of the body of testator's grand-son, *W. H.* in tail male ; remainder to testator's second daughter, *M. S.* for life, with power, &c. and upon condition to use surname, &c. in like manner, as hereinafter is mentioned as to testator's first daughter ; remainder to first and other sons of said testator's second daughter in tail male ; remainders in like manner, to testator's third and other daughters for their respective lives, with power, &c.] and upon condition to use surname, &c. as before ; and to the use of the first and other sons of their bodies in tail male, &c. with remainder to the fifth son ; and all other the daughters of the body of testator, to be begotten severally, successively, and in remainder, one after another in order and course, as they and every of them shall be in priority of birth, and of the several heirs male of the body and bodies of all and every such last mentioned daughter and daughters

lawfully issuing, the elder of such daughters, and the heirs male of her body issuing, being always to be preferred and take before the younger of the same daughters, and the heirs male of her and their body and bodies issuing;] which said estates so limited, to the fifth, sixth, seventh, and all and every the daughter and daughters of my body, begotten and to be begotten, and the heirs male of their respective bodies issuing as aforesaid, are so limited to them respectively, upon this express condition, that from and after their respective marriages, they and their respective husbands, and the heirs male of their respective bodies begotten, as, and when they shall respectively become entitled to the possession, or to the rents and profits of my said estates, under this my will, do and shall take upon themselves respectively the surname of S. and do and shall use the name and the arms of S. upon all occasions, as hereinafter is mentioned; and for default of all such issue as aforesaid, to the use of my own right heirs for ever.

PROVIDED ALWAYS, and I do hereby declare my will to be that the manors, &c. hereinbefore devised to my said daughters and grandson, dame O. H. W. H. T. S. &c. for their respective lives, and to their several first, second, and other son and sons, and the heirs male of the bodies of such sons respectively, in the order, course, and manner hereinbefore mentioned; and also to the fifth, sixth, seventh, &c. and all and every other the daughters of my body begotten, and to be begotten, and the several heirs male of their bodies issuing as aforesaid, are and were so limited and devised to them respectively, upon this express condition, that the said dame O. H. W. H. T. S. E. S. and A. S. and the respective husbands of my said daughters, and also the respective sons of my said daughters and grand-son, and the heirs male

Remainder to right heirs in fee.

Proviso as to using surname and arms.

of the bodies of such sons respectively; and also the fifth, sixth, &c. and all and every other the daughter and daughters of my body begotten, and to be begotten; and their respective husbands, and the several heirs male of their respective bodies issuing, (who are to take by virtue of the limitations herein contained, when, and as they shall respectively come into possession of or be entitled to the rents and profits of my said real estates hereby devised to them as aforesaid, or any part thereof, by virtue of any of the limitations herein contained, and during such time as they respectively shall be in possession of or entitled to the rents and profits of my said real estates hereby devised to them as aforesaid, or any part thereof, by virtue of this my will,) shall assume and take upon her, him, and them respectively, and continue to use the surname of S. and bear the coat of arms of that family: and shall in all deeds, writings, letters, and other instruments, be styled or called by the name of S. and set, subscribe, and write, her, his, and their surnames respectively, S. to all and every such deeds, writings, leases, and instruments: and that in default thereof, the person or persons refusing or neglecting so to do, shall not have or take any benefit, estate, or interest, from or under or by virtue of this my will, or any of the limitations therein contained. AND that in such case the person who by virtue of this my will, is to take next in remainder after the person or persons so refusing or neglecting, shall enter upon, have, and enjoy my said real estates, for such estate and estates, interest and interests; and in as full, ample, and beneficial a manner, to all intents and purposes, as if the person so refusing or neglecting, being tenant for life, were actually dead, or being tenant in tail, were actually dead without issue: Provided nevertheless, that such person in remainder to take by virtue or in consequence of

such neglect or refusal, shall assume and take upon her or him, and continue to use and bear the surname and coat of arms of the family of ———, in manner and form aforesaid; And provided also, that any such cession or determination of the estate of any tenant for life, shall not operate to exclude, prevent, destroy, or prejudice any of the contingent remainders hereinbefore limited to his or her sons, or the other person or persons; but that the remainder limited to the said trustees, and their heirs, during the lives of such tenant for life shall, after such cession or determination, take effect and continue, for preserving such contingent remainders, and giving them effect as they shall arise; and that such trustees, and their heirs, shall, after such cession or determination of any such estate for life, and during the suspension or contingency of any then next expectant remainder, but no longer, receive and pay and apply the rents and profits of the same estates, which would belong to such tenant for life, if such cession or determination had not taken place, unto such person or persons, or for such intents and purposes, and in the same manner as under and by virtue of the limitations and provisos in this my will, the same would be payable and applicable to, in case such tenant for life were actually dead; And provided that any such cession or determination, shall not in any wise prejudice or effect any such jointure or jointures, portion or portions, term or terms, remedies or powers for securing the same leases or demises as before such cession or determination shall have been limited, settled, appointed, granted, created, or demised, of and in the same premises; or any part thereof, by any of the devisees thereof, pursuant to and by virtue of the powers by this

Proviso that
cession or de-
termination of
estate for life
shall not oper-
ate to destroy
the contingent
remainder to
his or her sons.

Provido that
children shall
not become en-
titled until they
attain the age
of — years.

will for these purposes respectively contained, or any of them: Provided always, nevertheless, and it is my will, that neither of my said sons or daughters, or grand-son, shall come into possession or receipt of the rents and profits of my said estates hereby limited to them in succession, as aforesaid, before their, his, or her respective age or ages of ——— years: And it is my will, and I do hereby direct, that when and as often as either or any of my said sons or daughters, or grand-son, who shall be entitled, for the time being, to the possession, or rents and profits of my said estates, by virtue of the limitations hereinbefore contained, shall happen to be under the age of ——— years, that my said trustees or trustee of the said term of ——— years, for the time being, shall receive the rents and profits of my said estates, from time to time, until such son or daughter, or grandson, shall attain such his, or her respective age, and shall (after paying thereout such yearly sums as are hereinbefore directed to be paid for the maintenance of my said son C. or other son, for the time being, entitled to my said estates in remainder, immediately expectant on the determination of the said term of ——— years, and after paying thereout such yearly sums as are hereinafter directed to be paid, for the maintenance of my daughters and grand-son, respectively, becoming entitled to the immediate freehold of my said estates, subject to the said respective terms of ——— years, and ——— years,) pay, apply, and dispose of the residue or surplus thereof, in such manner as hereinafter is directed concerning the residuum of my personal estate. And I do hereby direct, that in case my daughter, lady ———, or my said other daughters, or any of them, shall become entitled to the immediate freehold of my said estates, subject to the said

Appointment
of allowance.

two several terms of ——— years, and ——— years, that then my said eldest daughter, lady ———, or such other of my said daughters as for the time being shall or may become so entitled to my estates, subject to the said two several terms of ——— and ——— years, shall have and be allowed from the time of her so becoming entitled to the immediate freehold of my said estates, for her maintenance and education, the yearly sum of ———, until she shall attain the age of ——— years, in case she shall be under that age at the time of her becoming so entitled; and from and after her attaining that age, or from and after her becoming so entitled, in case she shall not be then under that age, then the yearly sum of ———, until she shall attain the age of ——— years, if she be under the age of ——— years at the time of her so becoming entitled, and shall so long live; and that in case my said grand-son W. M. shall, by virtue of the limitations aforesaid, become so entitled to the immediate freehold of my said estates, subject to the said two several terms of ——— and ——— years, then my said grand-son shall, in case he shall then be under the age of ——— years, have and be allowed for his maintenance and education, from the time of his so becoming entitled, if he be then not under the age of ——— years, but if he be under that age, then from the time of his attaining that age, and not before, the yearly sum of ———, until he shall attain his age of ——— years, if he shall so long live: And I will, that the said several yearly sums of ——— and ———, hereinbefore directed to be paid to such of my said daughters, being entitled as aforesaid, during the respective times before mentioned, and also the said yearly sum of ———, herein before directed to be paid to my said grand-son, so becoming entitled, as aforesaid,

Power for sons
to limit annui-
ties for benefit
of any woman
or women they
may marry.

from his age of 21 years to his age of 25 years, shall be paid quarterly, on the four most usual feasts or days of payment in the year, that is to say, the feasts of, &c. in every year, by even and equal portions, clear of all deductions whatsoever, the first of the said quarterly payments to be made on such of the said feasts or days as shall first happen next after my said daughters, or grand-son, respectively, shall, by virtue of this will, become entitled to such last mentioned maintenance respectively. Provided also, and it is my will, that it shall and may be lawful to and for my said son C. S. and for all and every other my sons who shall successively become entitled to my said estates, by virtue of the limitations hereinbefore contained, as and when they shall respectively be entitled to the said estates in remainder, immediately expectant on the said term of ——— years, at any time hereafter, by any writing or writings, under his or their respective hand and seal, or hands and seals, executed in the presence of two or more credible witnesses, to grant, limit, settle, or appoint to be paid, and to be issuing out of, and charged upon my said estates, hereby devised to my said sons, as aforesaid, or any part thereof, any clear annuity, or yearly payment, or annual rent-charge, unto, or in trust for any woman or women with whom he or they shall marry (either before or after such marriage) after the rate of £——— a year for every £———, which such son or sons shall actually receive as a marriage portion with such woman or women: Provided such an annuity or yearly payment does not exceed £———: To hold to and to the use of, and in trust for, or for the benefit of such woman or women, from and after the death of her or their husbands respectively, during the life of such woman or women, and also to annex to such

rent-charges or rent-charges, respectively, such powers and remedies for recovering or receiving the same when in arrear, and to raise, create, or demise such term or terms, in the hereditaments so charged, nor any of them, and under such trusts, powers, and provisos, for better securing the due payment of such rent-charge or rent-charges respectively, as are usually annexed to rent-charges or raised, created, or demised, for securing the same: Provided always, and it is my will, that my said estates shall never be chargeable with the payment of more than one such annuity as a provision for any such woman or women at the same time, and provided that no such appointment be made by either of my said sons, under the age of — years, without the consent of the trustees or trustee of the said term of — years for the time being thereunto first had and obtained in writing: Provided also that it shall and may be lawful to and for my said son C. S. and also to and for every other of my said sons who shall for the time being be entitled to my said estates in remainder, immediately expectant on the said term of — years, to charge the same, in case of his or their marriage, with any sum or sums of money not exceeding — for a portion or portions of a daughter or daughters, younger son or sons, with interest for the same not exceeding — for every — by the year, and to limit and create any term, or terms of years, of and in the said premises, or any part or parts thereof, for the securing and better raising such portion or portions, and interest, and. Provided nevertheless, that the like sum of money so to be charged on the said estates, shall be settled and secured for the benefit of such said daughters and younger sons, out of the portion or portions of the woman or women with whom he or they

Proviso that estates shall never be charged with more than one such annuity.

Power to charge premises with portions.

shall marry, and so as that no such charge shall be made by either of my said sons, under the age of ——— years, without the consent of my said trustees of the said term of ——— years, for the time being thereunto first had and obtained in writing: Provided also, and my will and mind further is, and I do hereby direct that it shall and may be lawful to and for my said wife, and the said G. B. H. P. and E. P. and the survivors or survivor of them, and the executors and administrators of such survivor, during the minority of, and until my said sons, respectively, who shall successively be intitled to my said estates in remainder, immediately expectant on the said term of ——— years, under and by virtue of the limitations hereinbefore contained, shall attain his or their respective ages of ——— years, and also during the minority of, and until my said daughters and grandson, respectively, who shall for the time being be entitled to the immediate freehold of and in my said estates, subject to the said term of ——— years, shall attain his, her, or their respective ages of ——— years, and also to and for my said sons, and also to and for all and every my daughters, and my grand-son, respectively, as and when they shall become entitled, as last aforesaid, when and after they shall have respectively attained the age of ——— years, by indenture or indentures under their, his, or her hands and seals, or hand and seal, to demise, lease, or set my said estates, or any part thereof, to any person or persons for any term or number of years, not exceeding ——— years, in possession, and not in reversion, remainder, or expectancy, or by way of future interest, so as upon every such lease there be reserved and made payable, during the continuance thereof, respectively, the most improved and best yearly rents

(by half yearly or quarterly payments) that can be reasonably had or obtained for the same, without taking any sum or sums of money or other thing, by way of fine, or income, for, or in respect of such lease or leases, and so as no such lease or leases be made dispunishable of waste by any express words therein, and so as in every of such leases there be contained a clause of re-entry on non-payment of the rent or rents to be thereby reserved, and so as the lessee or lessees to whom such lease or leases shall be made, do seal and deliver a counterpart or counterparts thereof, any thing, &c. Provided also, and my mind ^{Power to lease} and will further is, and I hereby direct that ^{for lives.} it shall and may be lawful to and for my said wife and the said *G. B. H. P.* and *E. P.* and the survivors and survivor of them, and the executors and administrators of such survivor, during the minority of, and until my said sons respectively, who shall be entitled, in succession, to my said estates in remainder, immediately expectant, on the said term of ——— years, under and by virtue of the limitation hereinbefore contained, shall attain his or their respective ages of ——— years, and also during the minority of, and until my said daughters and grand-son respectively, who shall, for the time being, be entitled to the immediate freehold of and in my said estates, subject to the said several terms of ——— years, and ——— years, shall attain his, her, or their respective ages of ——— years, and also to and for my said sons, and for all and every my daughters, and grand-sons, who shall respectively become so entitled as last aforesaid, when they shall respectively have attained the age of ——— years, by indenture or indentures, under their, his, or her hands and seals, or hand and seal, to grant, demise, lease, or set such part or parts of

To grant by
copy of court-
roll.

my freehold estates, or any part or parts thereof, as hath or have been heretofore usually granted out or demised, by indenture of lease, or by copy of court-roll, for lives, or long terms of years, determinate on lives, unto any person or persons, for any term or number of years, not exceeding ——— years, determinate on the death of one, two, or three persons, to be therein named, or for one, two, or three lives absolute, all in being at the same time, either in possession or reversion, remainder, or expectancy, and also to grant, by copy of court-roll, such part or parts of my said freehold estate, or any part thereof, as hath or have been usually heretofore granted out by copy of court-roll, determinate on lives, unto any person or persons, for one, two, or three lives, either in possession or reversion, remainder, or expectancy, so as in no case there shall be more than three lives in being at the same time, and to take any fine or monies for the granting such last mentioned leases, or copies of court-roll, so as upon every such lease, or copy of court-roll, there be not reserved, and made payable, during the continuance thereof respectively, less yearly rent than shall have been heretofore usually reserved and paid for the premises whereof such lease or leases, copy of court-roll or copies of court-roll, shall be so granted as aforesaid, and so as none of the said leases or copies of court-roll, be made dispunishable of waste by any express words therein, and so as in every one of the same leases there be contained a clause of re-entry on non-payment of the rent or rents to be thereby reserved, and so as the lessee or lessees, to whom any lessee or lessees shall be granted, do seal and deliver a counterpart or counterparts thereof, any thing, &c. Provided always, nevertheless, that in case any convenient

purchase or purchases of manors, lands, tenements, or hereditaments in fee-simple, either adjoining to or in the neighbourhood of my mansion-house at. ———, shall at any time hereafter offer, it is my will, and I do hereby (in order to enable my said wife, and the said *G. B. H. P.* and *E. P.* the survivor or survivors of them, and the executors and administrators of ^{Power to sell.} such person, or the person or persons then entitled to the possession, or rents and profits of my said estates, to make a purchase or purchases thereof,) declare and direct that it shall and may be lawful to and for my said wife, and the said *G. B. H. P.* and *E. P.* and the survivor and survivors of them, and the executors and administrators of such survivor, when and during such time as any of my said sons and daughters, or grand-son, who, for the time being, shall, under the limitations hereinbefore contained, be entitled to the immediate freehold of, and in my said estates, subject to the said terms of ——— years, and ——— years, or either shall be under the age of ——— years, and also to and for my said son *C.* and other my sons, and to and for my first and other daughters, and grand-son, when and after they shall respectively have attained the age of ——— years, and as, and when they, or any of them, respectively, shall be intitled to the immediate freehold of and in my said real estates, subject to the said terms of ——— years, and ——— years, or either of them, by virtue of this my will, by and with the consent and approbation of the trustees or trustee of the said term of ——— years, for the time being, to be testified in writing, under their hands and seals, to sell and dispose of any part or parts of my freehold estates, devised by this my will, situate in the city of ———, or counties of ———, and ———, or in any

part of England, (except in the said county of ———,) either in fee-simple, or for any term or number of years absolute, not exceeding ——— years, or for one, two, or three lives absolute, to any person or persons whomsoever, for the most money, or best price or prices that can or may reasonably be had for the same, and for that end, by any deed or deeds, writing or writings, to be sealed and delivered by them, him, or her respectively, in the presence of, and attested by two or more credible witnesses, to revoke, determine, and make void all and every, or any of the uses, estates, trusts, limitations, powers, provisos, charges, and conditions in and by this my will limited, declared, and contained, of and concerning such part or parts of my said real estates in the same several counties and places aforesaid, or any of them, as shall be sold or disposed of, and by the same or any other deed or deeds, writing or writings, to be sealed and delivered, and attested as aforesaid, to limit or appoint the said estates, whereof the uses shall be so revoked, to such purchaser or purchasers, and his, her, or their heirs, executors, or administrators, or otherwise to limit, declare, direct, or appoint such new or other use or uses, trust or trusts, of and concerning the same premises, as shall be requisite and necessary for the executing and effecting of such sales or disposition. And I will, that the money to arise by the sale of the said premises shall be paid unto my said wife, and to the said *G. B. H. P.* and *E. P.* or the survivors or survivor of them, or the executors or administrators of such survivor, and that he or she, upon such payment, shall sign and give one or more receipt or receipts for the said purchase money, which receipt or receipts shall be a sufficient discharge or sufficient discharges

Declaration
that receipts
shall be a good
discharge.

to such purchaser or purchasers, and his, her, or their heirs, executors, administrators, and assigns, for so much money as shall be therein expressed or acknowledged to be received, and that such purchaser or purchasers, his, her, or their executors, administrators, or assigns shall not afterwards be answerable or accountable for any loss, misapplication, or non-application of such purchase money, or any part thereof, or be any wise concerned to see or look to the application thereof; and when such receipt or receipts shall be so signed and given for the purchase money as aforesaid, the said premises so sold or conveyed, shall, from thenceforth, be and remain during such estates or term therein, as shall be so sold and expressed, and meant to be conveyed to such purchaser or purchasers, freed and discharged of and from all and every the uses, estates, trusts, limitations, and powers, provisos, charges, and conditions in and by this my will limited, expressed, declared, and contained of and concerning the same, except as to such leases as shall have been previously made thereof, in pursuance of the powers hereinbefore in that behalf contained.

And it is my will, and I do hereby direct that the monies arising by such sale or sales, shall be thereupon forthwith, or as soon as conveniently may be, laid out and disposed of in the purchase of other freehold manors, lands, tenements, and hereditaments of an estate of inheritance in fee-simple, situate and adjoining to, or in the neighbourhood of my mansion-house at ———, aforesaid, which shall, when purchased, be settled, conveyed, and assured unto such uses, upon such trusts, and to and for such intents and purposes, and subject to such powers, and provisos, charges, limitations, and conditions, and in such manner and form

Monies arising
by sale to be
laid out in purchase of lands.

To be settled
to same uses,
&c.

Interest of monies arising by sale to be laid out in purchase of lands to be paid to persons that would be intitled to rents.

Direction to sell lands for — years or three lives.

as the manors, lands, tenements, and hereditaments so to be sold as aforesaid, are, by this my will, limited, or to, for, upon, and subject to such of them as shall be then undetermined, and capable of taking effect, (save and except this present power of selling and disposing thereof,) and that all the interest and proceeds of the monies arising by such sale, in the meantime, and until the same shall be laid out in such purchase or purchases as aforesaid, shall, from time to time, be applied in the same manner, and be paid to, and received by such person or persons as, and to whom, the rents and profits of the premises so to be purchased as aforesaid, (if purchased) would for the time being belong. And it is my wish, and I recommend to my said trustees and trustee of the said term of — years, and to my sons and daughters, and grandsons, respectively, who shall be entitled to the possession, or the rents and profits of my said estates, for the time being, that the lands to be sold for the purposes aforesaid, be sold for terms of — years, or for some such term only, or for terms of one, two, or three lives, if purchasers for such terms can be procured, that the same premises may, after the expiration of such term or terms, again revert to my family; but I do not mean to confine them to sales for — years, or for one, two, or three lives, if purchasers for such terms do not conveniently offer, and in case of any purchasers for such terms offering, and any of the same premises being so sold for such term or terms, my will is, that the reversion and inheritance of and in the same premises, subject to such terms or term for which the same shall be respectively sold, shall be thereupon immediately settled and assured to such and the same uses, upon such and the same trusts, and under and subject

to such and the same powers, provisos, conditions, limitations, and charges as are in and by this my will limited, expressed, and declared of and concerning the same premises, or to, for, upon, under, and subject to such of them as shall then be capable of taking effect, except only the power hereby given of selling or disposing of the said estates. And it is my will, and I do hereby expressly declare that, if the residuum of my personal estate, together with the rents, issues, and profits of my real estates, by this my will directed to be received by my said trustees of the said term of ——— years, and applied in aid of my personal estate, shall prove insufficient to raise the several sums in and by this my will given, and charged on my said estates for younger childrens portions, it shall and may be lawful to and for my said trustees of the said term of ——— years, and the survivors and survivor of them, and the executors and administrators of such survivor, in order to raise such monies, or any part thereof, to cut down such timber, being ripe and of full growth, on any of my freehold estates comprised in the said term of ——— years, as they shall judge proper, and to sell the same for the most money and best prices that can reasonably be had; and also to sell and dispose of any part of my said freehold estates situate in the said city of ———, or in the several counties of ———, and ———, or any or either of them, or in any other part of *England*, (except the county of ———,) either in fee-simple or for terms of years absolute, not exceeding ——— years, or for one, two, or three lives absolute, to any person or persons whomsoever, for the most money and best prices that can or may be reasonably gotten for the same; and for that end to revoke the uses hereinbefore limited of the said estates,

Direction in case residuum &c. not sufficient to pay portions, trustees to raise same may cut down timber.

And sell estate for terms.

Proviso as to
cutting timber.

and to limit and convey the same to the use of the purchaser or purchasers, and to receive and give discharges for the purchase money, in such manner as is hereinbefore directed, of and concerning the sale of the same estates, for the purpose of making purchases in the neighbourhood of my mansion-house at ——— : And I do hereby direct that the monies arising by the sale of such timber, and of such lands as shall be so sold for raising of such portions, shall be applied for that purpose by my said trustees, in aid of my personal estates: Provided nevertheless, and it is my will, that neither of my said sons, who shall, for the time being, be in possession of or entitled to the rents and profits of my said estates immediately expectant on the said term of ——— years, nor either of my said daughters, or grand-son, who shall, for the time being, be in the possession of or entitled to the immediate freehold of and in my said estates, subject to the said two several terms of ——— years, and ——— years, shall receive or apply to his, her, or their own use, the produce of any timber to be cut on my said estates, by virtue of this my will, until the whole of my younger childrens' portions, directed to be raised on my estates by this my will, and which, for the time being, shall be an actual charge on, and be raisable out of the said estates, shall be fully raised by all or some of the ways and means directed by this my will, (except only, nevertheless, such timber as shall or may be wanted for necessary repairs.) Provided always, and my will is, and I do hereby expressly declare, that in case my said son C. S. or any of my other sons who shall, for the time being, be entitled to the possession, or rents and profits of my said estates, by virtue of the limitations in this my will contained, shall at any time after my

Provisos sub-
jecting persons
to penalties for
gaming.

decease, start or ride any horse, mare, or gelding, over any course, for any specific sum of money, or shall bet at any race to be run by any horse, mare, or gelding, or shall play at the game called hazard, or shall play or bet at any other game or games of chance whatever, and shall lose, in any one day, or at any one sitting, by riding or running any such horse, mare, or gelding, or by betting at any horse race, or by playing or betting at the said game called hazard, or at any other game or games of chance, more than the sum of ——— guineas, or the value thereof, then, and in either of the said cases, I will that such son shall forfeit the sum of ——— : And I do, in either of the said cases, hereby charge my said estates, to which such son shall be so entitled as aforesaid, with the said sum of ———, which I will shall be raised by my said trustees of the said term of ——— years, out of the annual rents, profits, and income of the same estates, in manner hereinafter mentioned, and to be paid to, and equally divided amongst all and every other my younger sons and daughters then living, (except my eldest daughter, lady ———,) in manner hereinafter mentioned : And in case either of such sons shall, in like manner, lose, by riding or running any such horse, mare, or gelding, or by betting at any horse race, or by playing or betting at the said game called hazard, or any other game or games of chance, more than the sum of ——— guineas, or the value thereof, in any one day, or at any one sitting, a second time, I will that such son shall forfeit the further sum of ——— ; And I do, in that case, hereby charge my said estates, to which such son shall be so entitled, with the payment of the said ———, to be raised out of the annual rents, profits, and income of the same estates, and paid in manner hereinafter

mentioned, for the benefit of my said younger sons and daughters then living; And in case my said son C. S. or either of my said sons, so entitled to my said estates, shall lose, by riding or running any such horse, mare, or gelding, or by betting at any horse race, or by playing or betting at the said game called hazard, or any other game or games of chance, more than the sum of ——— guineas, or the value thereof, in any one day, or at any one sitting, a third time, I will that such son shall forfeit the further sum of ———: And I do, in that case, hereby charge my said estates, to which such son shall be so entitled, as aforesaid, with the payment of the said sum of ———, to be raised and paid out of the annual rents, profits, and income of the same estates, in manner hereinafter mentioned, for the benefit of my said other younger sons and daughters then living; And I will that my said son C. S. or such other sons so entitled as aforesaid, shall forfeit the further sum of ———, to be raised in like manner, for the benefit of my said other younger sons and daughters then living, for every time, and as often as he or they shall respectively lose more than the sum of ——— guineas, or the value thereof, in any one day, or at any one sitting, in any or either of the ways aforesaid after the third time: And it is my will, and I do hereby direct, that my said wife, and the said G. B. H. P. E. P. and the survivors or survivor of them, and the executors, administrators, and assigns of such survivor, shall raise by and out of the rents, issues, and profits of my said estates, the several forfeitures of ———, ———, and ———, to be incurred by either or any of my said sons, as aforesaid, in manner following, (that is to say,) the first forfeiture of ———, to be raised out of the said rents and profits, within ——— years next after such for-

feiture shall be incurred, that is to say, the sum of ———, to be raised each year, the second forfeiture of ———, to be raised also within — years, next after the same shall be incurred, that is to say, the sum of ——— thereof to be raised each year, and the third, and every other forfeiture of ———, to be raised within — years next after each respective forfeitures shall be incurred, or within — years next after the preceding forfeitures shall have been fully raised, that is to say, the sum of ——— thereof to be raised in each year: Provided that my said estates shall at no time be charged with the payment of more than the sum of ——— in any one year, for the raising of such forfeitures: And provided also, that if such son by whom such forfeiture shall have been incurred, shall happen to die before the whole thereof shall have been raised in manner aforesaid, I will that such forfeitures, or such part thereof as shall not then have been raised by my said trustees, shall from thenceforth cease to be payable out of my said estates, it being my will that the issue of such son, or any of my other children, or their issue, shall not suffer through the imprudence of such son so incurring the said forfeitures: And it is my will, and I do hereby declare, that the forfeitures aforesaid, so charged on, and from time to time to be raised out of my said estates, shall be paid to, and I do hereby give the same to be equally divided among such of my younger sons and daughters as shall be living at the times such forfeitures respectively shall be incurred, (except the son incurring such forfeiture, and except my said eldest daughter, lady ———,) over and above and independent of all other provisions made for such younger sons and daughters respectively, by virtue of this my will: But in case there shall be no such younger children.

Declaration
that term of —
years was li-
mited to trust-
tees.

living at the time all or any such forfeitures shall be incurred, then I will that the said forfeitures shall be paid to, and I do hereby give the same unto my eldest daughter, lady —, if then living, and in case of her decease, I will that such forfeitures be paid to, and I do hereby give the same equally amongst all such person or persons, (except the person incurring such forfeitures and his issue,) as shall at the time of such forfeitures respectively incurred, be my next of kin, and to be divided and distributed amongst them, if more than one, in equal degree of kindred, in like manner as such person or persons would have been entitled under the statute of distributions, if such forfeitures had been part of my personal estate, and I had died without disposing thereof, leaving such person or persons my next of kin. And it is my will, and I do hereby declare, that the said term of — years, hereinbefore limited to my said wife, and *G. B. H. P. E. P.* their executors, administrators, and assigns is so limited to them upon trust, the better to enable them from time to time to receive the rents, issues, and profits of my said estates, during the aforesaid minorities of such of my said children, and grand-son, as shall for the time being, be entitled thereto in remainder, immediately expectant on the determination of the said terms, or either of them, that is to say, until my said children and grand-son, so entitled, as aforesaid, shall attain the age of — years, according to the true intent and meaning of this my will, and to apply the same, as in and by this my will is directed or declared, of and concerning the same rents and profits during such time: And upon this further trust, that they my said trustees, and the survivors and survivor of them, and the executors and administrators of such survivor, shall and do from time to time,

as often as there shall or may be occasion, enter into the possession of my said estates, or a sufficient part thereof, in order to raise by and out of the rents, issues, and profits thereof, in manner hereinbefore mentioned, all and every the forfeiture and forfeitures to be incurred by either or any of my said sons, in manner aforesaid, and also to cut down such timber as may be requisite towards renewing the portions by this my will provided for my said younger children, as aforesaid: Provided nevertheless, that no timber shall be cut by my said trustees for the purpose of raising younger children's portions, after my said son C. S. or the person for the time being immediately entitled to my said estates, subject to the said terms of ——— years, and ——— years, or either of them, shall have attained his other age of ——— years, but with the consent and approbation of such son or other person so entitled, and having attained his or her age of ——— years, as aforesaid. AND whereas I am seised and possessed of the several advowsons or right of patronage and presentation of and to the several rectories and parish churches of ———, and ———, and to the consolidated rectories and parish church of ———, and ———, in the county of ———, and to the rectory and parish church of ———, in the county of ———, and also to the donation of ———, in the said county of ———: Now I do hereby declare that the said term of ——— years, hereinbefore limited to my said wife, and the said G. B. H. P. and E. P. is so limited, Upon this further trust that they my said wife and the said G. B. H. P. and E. P. their executors and administrators shall and do, within ——— months, next after the death or resignation of the present incumbents, or other avoidance of the said rectories and parish churches and donatives respectively, or of

To raise for-
feitures.

Limitation to
cut timber, &c.

Recital of being
possessed of
advowsons.

Upon trust to
present young-
er sons.

any or either of them, in due form, present such of my younger sons (being in holy orders, and capable of accepting and holding the same) as my said dear wife M. S. during her life-time, and after her decease, as my said son C. S. or such other son as shall, for the time being, be in possession of my estates, devised by my said will, shall approve of and desire to be presented (such approbation and desire to be signified by writing under his or her hand) to the proper ordinary or ordinaries, to be instituted and inducted in and to such rectories respectively, and shall collate such of my said younger sons (being in holy orders, and capable of accepting and holding the same, and with the like approbation of my wife, during her life-time, and after her decease, of my son, for the time being, in possession of my said estates, as aforesaid,) to the said donative of ———, being so vacant, and shall do all such other lawful acts, measures, and things as shall or may be requisite for enabling such of my said younger sons as shall be duly qualified, as aforesaid, to hold and enjoy the said rectories and donative, and parish churches so becoming vacant, or so many of them as they shall be capable of holding, and so from time to time, on the death and resignation of any of my said sons having been so presented or collated as aforesaid, or other avoidance of the same rectories and donative, or any or either of them, shall present or collate such other or others of my said younger sons, being qualified, and with the like approbation as aforesaid, to the intent and purpose that the said respective benefices, may as far as the same can or lawfully may be, held and enjoyed by such of my said younger sons as shall happen to be in holy orders: And my will further is, and I do hereby direct, and desire, that in case my said younger sons, or

any or either of them, having taken or intending to take holy orders, shall, at the time such avoidance of any of the said rectories and churches, or donative shall happen, be under the age which is or shall be necessary to enable them to accept and hold the benefice or benefices so vacant, or shall on any other account, be then incapable of taking and holding the same, then that my said trustees shall and do present or collate (as the case shall happen,) some other fit and proper person or persons, (with the like approbation and consent of my said wife or son, as before mentioned,) to such vacant benefice or benefices; To the intent that he or they may hold the same during the aforesaid incapacity of such younger son or sons, and shall take such bond or other assurance from the person or persons so presented or collated, as they my said trustees shall think proper, for his or their resignation and avoidance of the same benefice or benefices, when and as soon as any or either of my said younger sons shall be capable of taking and holding the same: And it is my will, that on such resignation or other avoidance last mentioned, my said trustees shall, in due time, present or collate such of my said son or sons, so becoming capable, and with the like approbation, as aforesaid, to such vacant benefice or benefices; to the intent that he or they shall and may hold and enjoy the same, according to the true intent and meaning hereof: And I do hereby will and direct, that when the trust of the said term of ——— years shall have been all satisfied, determined, or discharged, and the costs, charges, and expenses attending the execution of the trust thereof shall have been paid, the same term shall then cease and determine: And I do hereby direct that my said trustees, during the aforesaid respective minorities of the person or

Declaration
for ceasing
terms.

Declaration as
to making
plantations.

Declaration in
case daughter
becomes enti-
tled to raise
— for bene-
fit of other
daughters.

persons entitled, for the time being, to my said estates, and also that the person, for the time being, entitled to the possession, or rents and profits of my said estates, from and after he or they shall have attained his or her said minority, respectively, as aforesaid, shall, from time to time, lay out the sum of — per ann. in the making of new plantations on my said estates, in such parts as they shall think fit and proper, and in filling up and supplying, from time to time, as may be necessary, such plantations as are already made: And I recommend that oak be planted on such new plantations, the plants to be at fifty feet distance from each other, and to be filled up with underwood, ash, or with birch hedges, and firs, as may be thought most proper: Provided always nenevertheless, and it is my will, that in case the limitation of my estates hereby devised to my daughter lady —, or her issue, or the limitations to any other of my daughters, or their issue, shall hereafter take effect in possession, (subject only to the said term of — and — years,) that then and immediately thereupon, my said estates hereinbefore devised, and comprised in the said terms, as aforesaid, shall be charged with the payment of the further sum of —, which I will shall be raised for the benefit of all and every my said daughters, who shall then be living, except the eldest daughter, who, or whose issue shall so become entitled to the immediate freehold of and in my said estates, subject to the said terms of —, and — years, as aforesaid, by virtue of the limitations aforesaid, which said sum of —, I will shall be paid to, and equally divided amongst such daughters, and with interest after the rate of — per cent. per ann. till the principal sum shall become payable, at such times, and in such manner, and with such

benefit of accruer and survivorship, as between such daughters only is hereinbefore directed with respect to the said sum of ———, hereinbefore bequeathed for the portions of such daughters, and if there be no such daughters then living, then no part of the said £——, shall be raised: Provided nevertheless, and my will is, that the share and interest of any such younger daughters or daughter, living at the time of any such elder daughter, or her issue, so becoming entitled to the immediate freehold of the said estates, subject to the said terms of ———, and ——— years, of and in the several sums to be raised for their benefit, by virtue of the settlement hereinbefore mentioned, and by virtue of this my will, shall not exceed in the whole the sums hereinafter mentioned, that is to say, in case there be three or more such younger daughters then living, such daughters portions not to exceed the sum of £—— a-piece; and in case there be only two such younger daughters then living, then such daughters portions not to exceed the sum of £—— a-piece, and if there be but one such younger daughter then living, such only daughter's portion not to exceed the sum of £——, and that only so much of the said £——, hereby last charged upon my said estates, shall be raised as shall be requisite to make up and complete such portions accordingly, and the residue shall sink into the inheritance of the lands hereby charged therewith: And I do hereby declare, that the said term of ——— years hereinbefore limited, in use to my said trustees, as aforesaid, is so limited to them, Upon trust, by sale or mortgage of the premises comprised in the said term, or of a competent part thereof, for all or any part of the said term, and by and out of the rents and profits of the same premises, in the mean time to raise and levy the said last men-

Declaration
that ——— years
term was li-
mited to raise
———

Proviso for
ceasing term.

Direction that
wife may occu-
py house and
goods for l. 10.
at the rent of
£—

tioned sum of £——, and interests, in the events aforesaid, or so much thereof as shall be requisite, as aforesaid, and pay and apply the same accordingly: Provided that when all the money hereby directed to be so raised under the trusts of the said term, shall have been raised and levied, or cease to become payable, and all the trusts of the said term shall have been executed and performed, or shall be discharged, either by becoming unnecessary, or incapable of being performed, and the costs and charges of the said trustees in and about the execution of the said trusts of the said term, shall have been paid and satisfied, then and from thenceforth the said term of — years, or so much thereof as shall not have been disposed of under the trusts thereof, shall cease and determine, but without prejudice to any disposition which shall have been made of the premises, for the whole or any part of the same term, pursuant to and by virtue of the aforesaid trusts thereof: And I do hereby order and direct, that my said wife shall have the use and enjoyment of my messuage or dwelling-house situate in ——, and of the household goods and furniture in and about the same, and of the coach-house, stables, and other appurtenances thereto belonging, for the term of her life, and in case she shall so long continue my widow, at the clear yearly rent of ——; provided she shall choose to accept the same at that rent, the said rent to be paid quarterly to my said trustees, to whom the said house is hereinafter devised, on the four most usual feasts, or days of payment in the year, by equal portions; And subject to the option or liberty of renting the same, as aforesaid, so given to my said wife, I devise my said house in ——, and the furniture thereof unto my said wife, the said G. B. H. P. and E. P. their heirs, executors, and administrators respectively; Upon trust that they my said trustees of the same premises, for the time

being, shall and do from and immediately after my decease, in case my said wife shall not choose so to rent the said house aforesaid, and also after her decease or second marriage, or declining to rent the same any longer, which ever shall first happen, sell and dispose of the said dwelling-house, and the fee-simple thereof, and also the furniture in the same or belonging thereto, for the best prices that can be got for the same, and do receive the money for which the same shall be sold, and give receipts for the same, which receipts I do will and declare, shall exempt the purchasers from being answerable for the mis-
Upon trust to sell.
 application or non-application of the purchase money, or being concerned to see to the application thereof: And also do and shall pay and apply the purchase money, as well as the rent so to be received of or paid by my said wife for the same house as aforesaid, in the same manner as the residuum of my personal estate is hereinafter directed to be applied; and as part thereof: And I do hereby declare, order, and direct; that all my pictures, household goods, plate, and furniture of and belonging to my said respective mansion-houses of _____, and _____, shall not be considered as any part of my personal estate, or be subject or liable to any of the bequests in this my will contained, respecting my personal estate, but that the same shall be considered as heir-looms, and shall pass with the said houses in the same manner as if they were of the nature of an estate of inheritance at common law, and shall so continue annexed to my said real estates as long as the law will permit, equally with the interest of my said real estates, and to be inherited by the several persons who shall succeed to my said real estates in manner hereinbefore mentioned; subject nevertheless to such alteration and change as they

Purchasers not to be answerable, &c.

To apply purchase-money as residuum.

Direction that inventories shall be taken, and kept with title deeds.

Residuary bequest.

Upon trust, after payment of debts, &c.

that are in possession may have occasion to make therein. AND I direct and desire that inventories shall be made and taken of the furniture of my said houses within — months next after my decease, and signed by my said trustees, and that the same may be kept with the writings and title deeds concerning or belonging to my estates, for the better information of such of my family as shall succeed thereto. AND as to all the rest, residue, and remainder of my personal estates, whether consisting of ready money, bank notes, money out at interest, upon mortgages, or upon government or any other security, and all other my personal estates, of what nature or kind soever and wheresoever, which I shall be possessed of, interested in, or entitled unto at the time of my decease, I give and bequeath the same unto my said wife, and the said G. P. H. P. and E. P. their executors, administrators and assigns, upon the trusts, and for the intents and purposes following, that is to say, after payment of my debts, funeral expenses, and the legacies given by this my will; Then in trust out of the interest, dividends, and profits from time to time arising therefrom, to raise a sufficient fund for the payment of the said sum of —, by this my will bequeathed, in addition to the portions provided for my said younger children by the aforesaid settlement, and the interest thereof to be paid in the manner hereinbefore mentioned, in exoneration of my real estates; and after a sufficient fund shall be raised for that purpose, all the rest of my personal estates, and the accumulated interest, dividends, and produce thereof, and the surplus of the rents and profits of my real estates during the minority of any or either of my said sons or daughters, or grandson, who shall be entitled to the said estates, subject to the said terms of — years, and — years, or either of them,

shall be by my said trustees, as soon as conveniently may be, laid out and disposed in the purchase of freehold manors, lands, tenements or hereditaments, of an estate of inheritance in fee simple, situate in the county of ——. AND I hereby direct that such manors, lands, tenements and hereditaments, when purchased, shall be settled, conveyed, and assured unto such uses, upon such trusts, and to and for such intents and purposes, and subject to such powers and provisos, charges, limitations and conditions, and in such manner and form as the manors, lands, tenements and hereditaments, situate in the said county of —, hereinbefore devised, are by this my will limited, or to, for, upon and subject to such of them as shall then be undetermined and capable of taking effect: And that the interest and proceeds of such residuum of my said personal estate and monies so directed to be laid out in such purchase or purchases as aforesaid, shall in the mean time, until the same shall be so laid out, be from time to time applied in the same manner, and be paid to and received by such person and persons as and to whom the rents and profits of the premises so to be purchased as aforesaid, if purchased, would for the time being belong. AND to the intent that a sufficient fund may be raised for the payment of the said sum of — with as much ease and convenience to my estates as may be, I direct that the trustees or trustee of the said term of — years for the time being, or some proper person or persons, to be by them appointed, shall receive the rents and profits of all my real estates, until my said son C. or such other of my said sons who shall, for the time being, be entitled to my estates immediately expectant on the said term of — years, shall attain his age of — years, and shall be entitled to the actual possession thereof, and after duly paying

To lay out surplus in the purchase of lands.

Direction to trustees to receive rents till son attains the age of —

and lay out the
same on mort-
gage.

Direction to
trustees to meet
at a certain
place for set-
tling accounts.

and discharging from time to time the jointures and provisions made for my dear wife, and also the yearly allowances for maintenance and education of my son C. and my other said younger children, in manner herein before directed, and all necessary expenses relating thereto, that the said trustees or trustee do from time to time place out the residue and remainder of the rents and profits of my said real estates, and also the increasing interest, dividends, and profits of my personal estates, upon mortgage, at interest, or upon such real securities as they shall think proper; except nevertheless, and I hereby direct, that none of my trust-monies shall on any account be placed in the public stocks or funds, or on any other government securities: And after having raised a sufficient fund for payment of younger children's portions, it is my will and desire that they will still in like manner continue improving my estates for the benefit of the persons entitled thereto. AND in order that this part of my will may be the better carried into execution, I desire that the trustees of the said term of — years, for the time being, will meet my dear wife as long as she shall be a joint trustee of my estates, and afterwards that they may meet together without my dear wife, at my mansion house at ——— aforesaid, once in every year, until the trusts of this my will shall be fully performed and carried into execution; and that they do at such meetings audit my steward's accounts, and the yearly income and produce of my estates real and personal, and give proper directions for placing out the overplus thereof at interest, as hereinbefore mentioned, and also to give advice to my dear wife (so long as she shall continue a trustee,) and otherwise give directions relative to the proper management of my estates as they shall think most advantageous and necessary. AND I give and bequeath to my

said dear wife, and the said *G. B. H. P.* and *E. P.* the sum of ——— each, as an acknowledgment for the trouble they may have in the execution of this my will, provided they take upon themselves the burthen and trouble thereof; but I give such legacy only to such of them respectively as shall take upon themselves such burthen and trouble, the same to be paid to them respectively when and as soon as any son or daughter of mine, or the issue of any of them, shall become entitled to the possession, or the rents and profits of my said devised estates, under the limitations aforesaid; (trustees to be only chargeable for what they receive, not for each other, nor for losses, &c. and to have liberty to reimburse themselves.) [*Proviso for changing trustees, &c.*] AND I do hereby request and desire, that my said trustees will employ *Mr. H. V.* my present bailiff, as bailiff, inspector and assistant, in the management of my said estates, so long as he shall behave with care, faithfulness, and diligence in such employ; and that he be paid the salary or yearly sum of ——— during such his employment, by four equal quarterly payments, to commence from the day of my death; and I also give to the said *H. V.* the legacy of £——, to be paid him within one year after my decease. AND I do hereby nominate and appoint my said dear wife during her widowhood, and the said *G. B. H. P.* and *E. P.* executors of this my last will and testament, thereby revoking all former wills; I hereby declare this to be my last will and testament. In witness, &c.

Nomination of
executors.

*Will of Freehold and Copyhold Estates to be sold,
and the Money applied as herein directed to
Daughters, &c. not subject to the Demands of
their Husbands.*

THIS is the last will and testament of me R. I. of —, in the county of —, gent. My soul I recommend to God, and in his infinite mercy, and the merit of his blessed Son, my Redeemer, Christ, I trust to find my salvation; my body I commit to the earth, to be decently interred, at —, near —, in the county aforesaid, at the discretion of my executors hereinafter named; and I direct my funeral expenses and debts to be paid with all convenient speed after my decease. I give and bequeath unto my friends G. I. of the parish of —, in the county of —, esq. and I. M. of —, in the parish of —, in the liberty of —, and county of —, surveyor, or their heirs, executors, administrators and assigns, all that my freehold messuage or tenement, farm, lands and hereditaments, situate at —, in the county of —, now in the occupation of S. L. and all that my small freehold or close, situate at —, near — aforesaid, in the occupation of the said S. L. with their appurtenances, and also all those the customary copyhold messuages and hereditaments situate in the parish of —, and held of the manor of —, of which I am seised, to me and my heirs, at the will of the lord, by copy of court-roll, according to the custom of the said manor, and which I have surrendered to the use of this my will, with their appurtenances, to have and to hold such of the said messuages and hereditaments as are freehold, to the use of them the said G. F. and T. M. and their heirs, and to hold such of the said messuages and hereditaments as are customary or co-

Devise of freehold and copyhold premises to trustees to be sold.

pyhold, to the use of them the said *G. I.* and *I. M.* and their heirs, at the will of the lord, according to the custom of the said manor, but both as to the said freehold, and as to the said customary or copyhold lands and hereditaments, and also all my personal estates, except what I shall hereafter specifically dispose of, ready money, stocks, funds, and securities for money, upon trust, that they the said *G. I.* and *I. M.* or the survivor of them, or the heirs, executors, administrators, or assigns of such survivor, do and shall, with all convenient speed after my decease, sell, dispose of, and convey all and singular my said freehold and copyhold hereditaments and premises, with the appurtenances, and the inheritance thereof in fee simple, either entirely and together, or in parcels, by public sale or auction, or private contract, unto any person or persons who shall be willing to become and be the purchaser or purchasers of the same hereditaments and premises, or any part thereof, for the most money that can be reasonably had for the same, and do and shall for that purpose make and execute all such deeds, conveyances, surrenders and assurances, as they the said *G. F.* and *T. M.* or the survivor of them, or the heirs or assigns of such survivor shall think fit. AND I do hereby declare my will to be, that upon payment of my said personal estate, or any part thereof, and also upon payment of the money to arise by such sale or sales of the said messuages and hereditaments hereby made saleable, or any of them, or any part or parts thereof respectively, it shall and may be lawful to and for the said *G. F.* and *T. M.* and the survivor of them, and the heirs and assigns of such survivor, to give and sign any receipt or receipts for the money to arise by such sale or sales, or any part thereof respectively, which receipt or receipts shall be a good and sufficient discharge or

Produce to be
invested in
stock,

discharges to any purchaser or purchasers, his, her, or their respective heirs, executors, administrators and assigns, for so much of the said purchase-money as shall be therein expressed or acknowledged to be received: And such purchaser or purchasers, his, her, or their respective heirs, executors, administrators or assigns, shall not afterwards be obliged to see to the application of such purchase-money, or be answerable or accountable for any loss, misapplication, or non-application thereof, or of any part thereof respectively. AND my will and mind is, and I do hereby direct that the said *G. F.* and *T. M.* and the survivor of them, and the executors, administrators, and assigns of such survivor, shall stand possessed of and interested in the monies to arise by such sale or sales respectively as aforesaid, upon the several trusts, and for the several ends, intents and purposes, and subject to, with, and under the several powers, provisos, conditions, declarations and agreements hereinafter mentioned and contained, of and concerning the same respectively, (that is to say): UPON trust that the said *G. F.* and *T. M.* and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall, of their own proper authority, and at their own discretion, lay out and invest the same, in the names or name of them the said *G. F.* and *T. M.* or of the survivor of them, or the executors, administrators, or assigns of such survivor, in the public stocks or funds, or in government securities, of or in *Great Britain*, to be from time to time altered and varied as occasion shall require. AND upon this further trust, that they the said *G. F.* and *T. M.* and the survivor of them, and the executors, administrators, and assigns of such survivor, shall stand possessed of and interested in all such stocks, funds, and securities, and the monies to arise therefrom or

thereby, and the interest, dividends, and annual produce thereof, and of every part thereof respectively, upon the several trusts, and for the several intents and purposes following (that is to say): UPON trust, as to one moiety or equal half part of the interest, dividends, and annual produce of the money to arise by sale of my said freehold and personal estates, from time to time to pay unto, authorize, and empower (not to *I. L.* the husband of the said *H. L.* or to any husband she may hereafter happen to marry, but such person and persons only, and for such intents and purposes only as the said *H. L.* shall, notwithstanding her coverture, and as if she were sole and unmarried, from time to time, by any writing, signed by her own hand, direct or appoint:) and in default of such direction or appointment, and until the said *H. L.* shall make such direction or appointment, and in case she shall make any such direction or appointment, and the same shall not comprise or extend to all the said premises, then in the mean time, and as to so much or such part of the said interest, dividends, and annual produce thereof, to which such direction or appointment of the said *H. L.* shall not extend, do and shall pay and apply the same respectively, into the proper hands of the said *H. L.* to the intent that the same may be at her own separate disposal, as if she was sole and unmarried, exclusive of the said *I. L.* her husband, who is not to intermeddle therewith, nor is the same to be liable or subject to his control, debts, contracts, forfeiture, disposal, or engagements; and the receipts and discharges of the said *H. L.* and of such person or persons as she shall from time to time direct or appoint to receive the said interest, dividends, and annual produce of the said sum and sums of money, stocks, funds and securities, or any part thereof, shall from time to time be good and effect-

To pay dividends of one moiety to wife, remainder to children.

tual releases and discharges to the said *G. F.* and *T. M.*, and the survivor of them, and the executors, administrators, and assigns of such survivor, for so much money as in such receipts shall be acknowledged or expressed to be received: And from and immediately after the decease of the said *H. L.* upon this further trust, that in case *H. L.* the only child of the said *I. L.* and *H. L.* shall be then living, and shall not have attained her age of — years, then the said *G. F.* and *T. M.* and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall pay the interest, dividends, and produce of the said moiety of the said sum and sums of money, or such part or parts thereof as they the said trustees, or the survivor of them, or the executors, administrators, or assigns of such survivor shall think fit, for and towards the maintenance and education of the said *H. L.* the daughter, until she shall attain the age of — years. AND upon this further trust, that they the said *G. F.* and *T. M.* and the survivor of them, and the executors, administrators, and assigns of such survivor, shall and do assign, transfer, and set over the said moiety of the said sum and sums of money so to arise by such sale or sales of my said freehold and personal estates as aforesaid, and the stocks, funds, and securities, in or upon which the same shall be then laid out and invested, unto the said *H. L.* the daughter, when and as soon as she shall attain her said age of — years, if such age shall not arrive in the life-time of her said mother, and she the said *H. L.* shall survive her mother, then as soon as conveniently may be after the decease of the said *H. L.* with such part of the interest, dividends, and produce thereof, from the time of such her decease, as shall not have been applied for her maintenance and education; but if the said *H. L.* the daughter shall die in the

life-time of her said mother, or before she attains her said age of — years, and the said *I. L.* shall be then living, that then they the said *G. F.* and *T. M.* or the survivor of them, or the executors, administrators, or assigns of such survivor, shall and do from and after such the decease of the said *H. L.* the daughter, and *H. L.* the mother, assign, transfer, and set over the said moiety of the said sum and sums of money so to arise by such sale or sales of my said freehold and personal estates as aforesaid, and the stocks, funds, and securities, in or upon which the same shall be then laid out and invested, unto the said *I. L.* his executors, administrators, and assigns, to and for his and their own use and benefit. AND my will and mind farther is, and I do hereby direct, that in case the said *H. L.* the daughter shall die in the life-time of her said mother, or before she attains her said age of — years, and the said *I. L.* shall also die in the life-time of his said wife, the said *G. F.* and *T. M.* or the survivor of them, or the executors, administrators, or assigns of such survivor, do and shall, from and immediately after such the decease of the said *H. L.* the mother, assign, transfer, and set over the same moiety of the said stocks, funds and securities, unto and among my grand-children, *E. A. T. A.* and *M. A.* son and daughters of my daughter *E. A.* by *T. A.* her husband, to be divided between them in equal shares and proportions, and without any benefit of survivorship: And as to the other moiety or equal half part (the whole into two equal parts being divided) of the said sum and sums of money to arise and be produced by sale of my said freehold and personal estates, it is my will and meaning, and I do hereby direct the said *G. F.* and *T. M.* their executors, administrators and assigns, from time to time to pay the interest, dividends, and produce thereof, as and

Similar directions as to the other moiety.

when the same shall become due and be received, unto or authorise and impower (not the said *T. A.* or any husband she may hereafter happen to marry, but such person and persons only, and for such intents and purposes as the said *E. A.* shall, notwithstanding her coverture, and as if she was sole and unmarried, from time to time, by any writing, signed by her own hand direct and appoint) and in default of such direction or appointment, and until the said *E. A.* shall make such direction or appointment, and in case she shall make any such direction or appointment, and the same shall not comprise or extend to the whole interest, dividends, and produce of the said moiety then in the mean time, and as to so much and such part of the said interest, dividends, and produce thereof, to which such direction or appointment of the said *E. A.* shall not extend, do and shall pay and apply the same respectively into the proper hands of the said *E. A.* to the intent that the same may be at her own separate disposal, as if she was sole and unmarried, exclusive of the said *I. A.* her husband, and of any husband she may hereafter happen to marry, who are not to intermeddle therewith, nor is the same to be liable or subject to his controul, debts, contracts, forfeiture, disposal, or engagements; and the receipts and discharges of the said *E. A.* and of such person or persons as she shall, from time to time, direct or appoint to receive the said interest, dividends, and annual produce of the said sum and sums of money, stocks, funds, and securities, or any part thereof, shall from time to time, be good and effectual release and discharges to the said *G. F.* and *T. M.* and the survivor of them, and the executors, administrators, and assigns of such survivor, for so much money, as in such receipts shall be acknowledged or expressed to be received, and from and immediately after the decease o

the said *E. A.* upon this further trust, that they the said *G. F.* and *T. M.* or the survivor of them, or the executors, administrators, or assigns of such survivor, do and shall pay, transfer, and assign the last mentioned moiety of the said several sum and sums of money, to arise by sale of my said freehold and personal estate, to and amongst all and every the child and children of the body of the said *E. A.* as shall be living at the time of her decease, in manner hereinafter expressed (that is to say) if there shall be only one such child, then the said sum and sums of money to go and be paid and payable to such child, being a son, and to such one child, being a daughter, at her age of — years, or on the day after marriage, in case such age or day shall not arrive in the life time of the said *E. A.* but if such age or day shall arrive in the life time of the said *E. A.* then the said sum or sums of money to be paid and transferred as soon as conveniently may be after her decease, with the interest, dividends, and produce thereof from the time of her decease, but to become a vested and transmissible interest in such child, immediately on his or her attaining the age of — years, and if there shall be two or more such children living at the time of the decease of the said *E. A.* then upon this further trust, that they the said *G. F.* and *T. M.* and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall pay, assign, transfer, and set over the said sum and sums of money, stocks, funds, and securities, unto and among all and every such children, equally to be divided between them, share and share alike, at their respective ages of — years, if such age shall not arrive in the life time of the said *E. A.* but if such age shall arrive in the life time of the said *E. A.* then as soon as conveniently may be after such decease, with the interest, divi-

dends, and produce of such respective share or shares of the said sum or sums of money from the time of such her decease; and upon this further trust, that they the said *G. F.* and *T. M.* or the survivor of them, or the executors, administrators, or assigns of such survivor, do and shall after the decease of the said *E. A.* pay the interest, dividends, and produce of every such child's share of the said sum and sums of money, whose share shall not then be vested or payable, as and when the same interest, dividends, and produce shall become due and payable for and towards such child's maintenance and education, until such his or her share thereof shall become due and vested, and payable under the trusts aforesaid: Provided always, and I do hereby declare my will and meaning to be that, if any such child or children of the said *E. A.* shall depart this life before the share hereby provided for her or him of the said sum and sums shall become vested or payable, then and in such case I do hereby declare my will and meaning to be, and I do hereby direct that the share hereby provided for every such child so dying, shall from time to time, go, accrue, and belong unto the survivor or survivors, and other or others of the said children, and shall be equally divided between or amongst them, if more than one, share and share alike, and become vested and paid and payable to her, him, or them, at such age, and in such manner as is or are hereinbefore directed, provided, and declared, concerning his, her, or their original share and shares respectively; and also that all and every the part or share and parts or shares, which by virtue of this proviso, shall go, accrue, or belong unto any such surviving or other child, in case any such child shall depart this life before such his or her accruing part or share or parts or shares shall become vested from time to time, be subject and

Proviso of survivorship.

liable to such right, chance, condition, and contingency of accruer or survivorship, unto and for the benefit of the survivors and survivor, and others or other of the said children, as hereinbefore is by me declared of and concerning the original share and shares of such child or children so dying as aforesaid; and upon this further trust, that in case there shall not be any child or children of my said daughter *E. A.* which shall live to become entitled to the said moiety of the said sum or sums of money under the trusts thereof, by this my will declared, then the said *G. F.* and *T. M.* or the survivor of them, or the executors, administrators, or assigns of such survivor, do and shall in case the said *H. L.* the mother shall survive the said *E. A.* from time to time, pay unto or authorise and empower the said *H. L.* the mother and her assigns, not to the said *I. L.* her husband, or any husband she may hereafter happen to marry, but to such person and persons only, and for such intents and purposes only as the said *H. L.* shall, notwithstanding her coverture, and as if she were sole and unmarried, from time to time, by any writing signed by her own hand direct or appoint, and in default of such direction or appointment, and until the said *H. L.* shall make such direction or appointment, and in case she shall make any such direction or appointment, and the same shall not comprise or extend to all the said premises, then in the mean time, and as to so much or such part of the said interest, dividends, and annual produce thereof, to which such direction or appointment of the said *H. L.* shall not extend, do and shall pay and apply the same respectively, into the proper hands of the said *H. L.* to the intent that the same may be at her own separate disposal as if she was sole and unmarried, exclusive of the said *I. L.* her husband, who is not to intermeddle therewith,

If no children become entitled, then to wife.

nor is the same to be liable or subject to his controul, debts, contracts, forfeiture, disposal, or engagements; and the receipts and discharges of the said *H. L.* or of such person or persons as she shall from time to time direct or appoint, to receive the said interest, dividends, and annual produce of the said sum and sums of money, stocks, funds, and securities, or any part thereof, shall from time to time, be good and effectual releases and discharges to the said *G. F.* and *T. M.* and the survivor of them, and the executors, administrators, and assigns of such survivor for so much money, as in such receipts shall be acknowledged or expressed to be received, and from and after the decease of the said *H. L.* upon this further trust, that they the said *G. F.* and *T. M.* and the survivor of them, and the executors, administrators, and assigns of such survivor, do and shall assign, transfer, and set over the said sum and sums of money, stocks, funds, and securities unto the said *H. L.* her executors, administrators, and assigns, to and for her and their own use and benefit, and as to the sum and sums of money to arise and be produced by sale of the said copyhold premises, and the stocks, funds, and securities in or upon which the same or any part thereof shall be laid out or invested; upon trust, that they the said *G. F.* and *T. M.* or the survivor of them, and the executors, administrators, or assigns of such survivor, shall and do pay, apply, and dispose of the interest, dividends, and annual produce of one moiety, or equal half part thereof, or a competent part of such interest, dividends, and annual produce for and towards the maintenance and education of the said *H. L.* my said grand-daughter, and upon her attaining the age of ——— years, do and shall pay, assign, transfer, and set over the said moiety of the said stocks, funds, and securities, and such part of the

Trust is to
other monies
for testator's
grand-daughters.

interest, dividends, and annual produce thereof, as shall not have been applied for or towards her maintenance and education as aforesaid, to the said *H. L.* her executors, administrators, and assigns, and do and shall pay, apply, and dispose of the interest, dividends, and annual produce of the other moiety or equal half part thereof, or a competent part of such interest, dividends, and annual produce for and towards the maintenance and education of the said *E. A.* my grand-daughter, until she shall attain the age of ——— years, and when and as soon as the said *E. A.* shall attain her age of ——— years, then do and shall assign, transfer, and set over the said sum and sums of money, and the stocks, funds, and securities, in or upon which the same shall be laid out and invested unto the said *E. A.* their executors, administrators, and assigns, to and for their own use and benefit, but if either of them the said *H. L.* the daughter, and *E. L.* shall depart this life before they shall attain the said age of — years then upon trust, that they the said *G. F.* and *T. M.* or the survivor of them, or the executors, administrators, or assigns of such survivor, do and shall permit the interest, dividends, and annual produce of the sums of money, stocks, funds, and securities of the moiety of her so dying, of and in such last mentioned premises, to accumulate until the survivor of them shall attain the age of ——— years, and upon her attaining the age of ——— years, do and shall pay, transfer, and assign the said last mentioned sums of money, stocks, funds, and securities, and the interest, dividends, and produce thereof, which shall have so accumulated to such survivor, her executors, administrators, and assigns, to and for her and their own use and benefit, and if both of them the said *H. L.* the daughter and *E. A.* shall depart this life before either of them shall attain the age

of ——— years, then do and shall pay, assign, transfer, and set over the whole of the money to arise by the sale of the said copyhold estate, and the stocks, funds, and securities whereon the same or any part thereof shall then be laid out and invested, and the interest, dividends, and annual produce which shall so have accumulated to the said *H. L.* the daughter and *E. A.* the mother, if they shall be both then living, but if either of them shall be then dead then to the survivor of them, and if both of them shall be dead then to the child of which the said *E. A.* is now enfiend, if such child shall be living at the time of the decease of the survivor of them the said *H. L.* and *E. A.* my grand-daughters, but if such child shall not be then living at the time of the decease of such survivor, then that they the said *G. F.* and *T. M.* or the survivor of them, or the executors or administrators of such survivor, shall and do give such last mentioned sums of money, stocks, funds, and securities, and the interest, dividends, and annual profits thereof which shall so have accumulated, to all and every other the children and child of the said *E. A.* their executors, administrators, and assigns, to and for their, his, or her own proper use and benefit, and to be divided between or among them, if more than one, in equal shares and proportions, and without benefit of survivorship, and I bequeath to my said grand-daughter *E. A.* all my plate, and to my said daughters *H. L.* and *E. A.* I give all my furniture, china, and linen, in equal shares and proportions to and for their own separate and respective use and benefit, and if either of them shall depart this life in my life-time, I give the whole to the survivor, and all the rest residue and remainder of my estate and effects whatsoever, and wheresoever, and of what nature or kind soever, which at the time of my decease, I, or any

Bequest of residue.

person or persons in trust for me, am, is, or are possessed of, or entitled unto, and not hereinbefore disposed of, I give, devise, and bequeath unto the said *H. L.* and *E. A.* their heirs, executors, administrators, and assigns, according to the nature and quality thereof respectively, to and for their own separate use and benefit, and I appoint the said *G. F.* and *T. M.* executors of this my last will and testament, and revoke all former ones, by me at any time heretofore made: Providos for trustees indemnity. Provided always, and it is my will and meaning, that the said *G. F.* and *T. M.* their heirs, executors, administrators, and assigns, shall be charged and chargeable only for such monies as she or they shall respectively actually receive by virtue of the trusts hereby in them reposed, nor shall he or they, or any of them be answerable or accountable for any banker, broker, goldsmith, or other person with whom or in whose hands any part of the said trust-monies shall or may be deposited or lodged for safe custody, or otherwise, in the execution of any of the trusts hereinbefore mentioned, nor shall they or any of them, be at any time answerable or accountable for the insufficiency or deficiency of any security or securities, stocks, or funds, in or upon which the said trust-monies or any part thereof shall be placed out or invested, nor for any other loss which may happen to the aforesaid trust-premises, except the same shall happen by or through their own wilful default respectively, and that the one of them shall not be answerable or accountable for the other of them, or for the acts, deeds, defaults, receipts, or disbursements of the other or others of them (notwithstanding they or either of them shall join in any receipts for conformity) but each of them for the acts, deeds, defaults, and disbursements of himself only; and also that they the said *G. F.* and *T. M.* their heirs, executors, administrators,

and assigns, shall and may, by and out of the monies which shall or may come to his or their hands by virtue of the trust aforesaid, retain to and reimburse himself and themselves, all costs, charges, damages, and expenses which he or they shall or may suffer, sustain, expend, disburse, be at, or be put unto, in or about the execution of the trusts hereby in them reposed, or in relation thereunto. In Witness, &c.

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Will of real and Personal Estate, amongst the Testator's Wife and Children, with proviso respecting her future Marriage.

THIS is the last will and testament of me J. W. of ———, in the county of ———, gent., in the first place, I give and bequeath all and singular the household furniture, plate, linen, china, books, and pictures, wine, and other liquors which I may be possessed of at the time of my decease, unto my dear wife J. W. to and for her own proper and absolute use, benefit, and disposal; I also give and bequeath unto my friend S. J. of ——— aforesaid, gent., one of my executors hereinafter named, the sum of ——— pounds to be paid to or retained by him, within ——— calendar months after my decease, and all and singular the rest residue and remainder of the property of which I shall be possessed, or entitled to at the time of my decease, or over which I have a disposing power, whether the same consist wholly or in part of estates of freehold, copyhold, or for years, money in the funds, or otherwise, out upon security, or at interest, book and other debts, stock in trade, or whatever other sort or kind, the same or any part thereof may be, I give,

Devise of testator's real property to trustees to sell.

devise, and bequeath the same and every part thereof unto the aforesaid S. J. and my brother D. W. of ——— aforesaid, gent. and their heirs, executors, administrators, and assigns upon trust, that they the said S. J. and D. W. or the survivor of them, or the heirs, executors, administrators, or assigns of the survivor, do and shall with all convenient speed after my decease, sell, dispose of, and convey all and singular my freehold, copyhold, and leasehold estates and premises, with the appurtenances either together or in parcels, by public auction or private contract, as to him or them shall seem best, unto any person or persons who shall be willing to become and be the purchaser or purchasers thereof, or of any part thereof, for the most money that can be reasonably gotten for the same, and to make and execute all such deeds, surrenders, conveyances, and assurances in the law, as shall be necessary or proper for perfecting the sale and transfer thereof, and also do and shall make sale of and convert into money all such part and parts of my personal estate and effects as shall not consist of money, and call in and compel payment of all such parts thereof as shall consist of money out upon security at interest or otherwise, and also collect and get in all book and other debts owing to me at the time of my decease, in such manner as they shall think expedient, and for this purpose it shall be lawful, and I do hereby authorise and empower them my said trustees, and the survivor of of them, his heirs, executors, administrators, and assigns, to compromise or compound any debt, sum or sums of money which may be owing to me at the time of my decease, and to give or allow such reasonable time by way of indulgence for the payment of the same, or any part thereof, and in the mean time to take and accept such security or assurances, securities or assurances for

Who are also directed to get in his personal estate.

the payment, as they or he in their or his discretion shall think fit, and the receipt or receipts of them or him for all monies paid or securities given under or by virtue of this my will, shall in all cases, be a sufficient and effectual discharge and discharges, for such sum or sums of money or security for money as shall therein respectively be expressed or acknowledged to have been received or given, and the person or persons paying any debt or debts, sum or sums of money, his, her, or their heirs, executors, or administrators, shall not afterwards be obliged to see to the application thereof, or be in any manner answerable or accountable for the loss, misapplication, or non-application of the same, or any part thereof; and it is my will and desire, and I do hereby declare and direct that the said *S. J.* and *W. D.* and the survivor of them, and the heirs, executors, administrators, and assigns of such survivor, shall stand and be possessed of and hold the monies to arise or be gotten in by the means aforesaid or otherwise, under or by virtue of this my will in trust, in the first place to satisfy and discharge all such debts as shall be due and owing by me to any person or persons whomsoever, by specialty, simple contract, or otherwise howsoever, at the time of my decease, or which shall afterwards accrue due, and the interest of such of the said debts as shall carry interest (with full and absolute power to admit or reject any evidence of any alleged debt or debts, as to them or him shall seem just, and in the next place to pay, satisfy, and discharge my funeral expenses, and the several legacies and bequests which I shall have given or bequeathed, or shall give or bequeath by this my will, or by any codicil or codicils thereto; and after full payment and satisfaction thereof, then in trust to pay, lay out and invest all the rest and residue of the produce and proceeds of my said estate and effects, in the

And stand possessed of the produce thereof in trust to pay just debts.

And funeral expenses and legacies.

And invest the residue in government securities.

purchase of parliamentary stocks or funds of *Great Britain*, or upon other real security at interest, in the names of them the said *S. J.* and *D. W.* and the name of my said dear wife, or other trustee or trustees, who may be appointed under the proviso or power hereinafter contained for that purpose; Upon the trusts, and for the several ends, intents and purposes, and with, under, and subject to the several powers, provisos, conditions, and declarations hereinafter expressed concerning the same, (that is to say): In trust to pay, apply, and dispose of the whole of the interest, dividends and other proceeds of the funds and securities upon which the said monies shall be so invested, and of all other my estates and effects whatsoever until investment, as the same shall from time to time become due and be received; unto such person and persons as my said dear wife shall by any note in writing under her hand (whether covert or sole) direct or appoint, and in default of any such direction or appointment and as to so much thereof of which no such direction or appointment shall be made, then to pay the same into the proper hands of my said dear wife, or her assigns, or otherwise permit and authorise her and them to receive, take, and retain the same without account or controul, for the maintenance and support of herself, and the maintenance, support, and education of all and every my dear children, *C. W.* and *C. W.* and such other my children, if any, who shall be living at the time of my death, (or be born in due time thereafter) such payment unto or receipt by my said wife, to be and continue until some one of my said children, being a son, shall have attained the age of ——— years, or being a daughter, shall have attained that age or be married with the consent of my said wife, and the receipt and receipts of my said dear wife shall,

And pay the interest thereof to testator's wife, for the support of herself and family until the majority or marriage of some one of his children.

until such period, be a good and effectual discharge, and good and effectual discharges, for all and every such dividends, interests, proceeds, and payments aforesaid: And from and immediately after any one of my said children (if there shall be more than one) who, being a son, shall have attained his age of ——— years, or have died before that age, leaving issue, or having a daughter, shall have attained that age or be married with such consent as aforesaid, Then as, to, for, and concerning two full and just third parts of the amount, produce, or value of my said estate, property, and effects, both real and personal, (the whole into three equal parts being divided, after payment of debts, legacies, and expenses: In trust to pay, assign, transfer, and assure one due proportionate and equal part or share of such two-thirds, (the same being divided into as many equal parts or shares as there may be in number of my said children then living, or being dead, leaving issue, each of such children to have an equal part, share or proportion thereof) and of the funds and securities whereupon the same may be placed or invested, unto, and to, and for the proper and absolute use and disposal of such child so attaining the said age of ——— years if a son, (or to and for the benefit of his lawful issue if he shall have departed this life before that age,) so attaining the said age of ——— years, or being married, if a daughter: And after payment thereof, then to pay, apply and dispose of the interests, dividends, and proceeds of all the remainders of the said estates and effects, funds, and securities, (after deducting such one proportionate part or share as aforesaid,) unto my said dear wife, or her assigns, or otherwise permit and empower her and them to receive the same for the maintenance and support of herself, and all the rest of such one other, if but one, of my said

Then as to two thirds of testator's property to pay a due proportion thereof to any child attaining 21 or marrying.

And the residue of such two thirds to his wife, until some other child attain 21 or marry.

children who shall not have attained the said age of ——— years, until some other or such one other of my said children who, being a son, shall attain the age of ——— years, or die before that age, having lawful issue, or being a daughter, shall attain that age or marry with such consent as afore-
 said, and after such child, being a son, shall so attain that age, or being a daughter, shall attain the like age or marry as afore-
 said, then in trust to pay, assign, transfer, or assure one other due proportionate and equal part or share afore-
 said, unto such other child so next attaining the age of ——— years, being a son, (or his lawful issue, if he shall have departed this life before that age, having issue,) or being a daughter, shall have attained that age or be married with such consent as afore-
 said: And so in like manner, from time to time, to pay, assign, transfer, or assure unto all and each of my said children, (and the lawful issue of such one and more of them as shall be a son or sons, and depart this life before the age of ——— years, having issue,) one due proportionate and equal part or share of such two third parts of my said property, funds, and securities as and when he or they, being a son or sons, shall attain his or their age or respective ages of ——— years, or shall depart this life before that age, having lawful issue, or being a daughter or daughters, shall attain that age or be married with the consent of my said wife, and in case there should be only one of my said children who being a son, shall so live to attain the age of ——— years, or die before that age, having issue; or being a daughter, shall live to attain that age or marry with such consent as afore-
 said, Then in trust that they my said trustees, or the survivor of them, or the heirs or assigns of the survivor do and shall pay, assign, transfer, or assure one full and equal moiety or half part (the whole into

Then to pay one other due proportion to such child.

If there be but one child, then a moiety of testator's property to go to such child.

two equal parts being divided,) of all and singular my said estates and effects, funds, and securities unto such one or only child who, being a son, shall live to attain the said age of ——— years, or depart this life before that age, leaving lawful issue, or who, being a daughter, shall live to attain the like age and be married, at and upon his or her so attaining the said age, or married being a daughter, or attaining such age, or departing this life before that age, having lawful issue, if a son; and as to, for, and concerning the other or remaining moiety or half part, (in case there shall be only one of my said children who, being a son, shall live to attain the age of ——— years, or die before that age, having issue, or being a daughter, shall live to attain that age or be married,) or the remaining one third part (in case there shall be more than one of my said children who, being a son or sons, shall so live to attain the age of ——— years, or die before that age, having issue, or being a daughter or daughters, shall attain that age or be married,) of and in my said estates, effects, and securities, In trust to pay, apply, assign, convey, and assure the same, and the funds and securities whereupon the same may be placed unto or in trust for my said dear wife, or otherwise permit and empower her and them to take, receive, and retain the same, and the dividends, interest, and annual proceeds thereof, to and for her and their own proper use and benefit during the term of his natural life, and from and immediately after the decease of my said wife, it is my will and intent, and I do hereby direct and declare, that my said trustees or trustee for the time being, shall stand possessed of, and interested in such remaining third part, or such remaining moiety as the case may be of my said estate and effects, funds and securities, In trust to pay,

As to the other moiety or third part, to testator's wife for life.

Then to such children as the shall appoint.

assign, transfer, and assure the same unto or amongst such one or more of my children, or his, her, or their issue, at such time or times in such manner and form, and in such shares and proportions equal or unequal, and for such estate and estates as my said dear wife by her last will and testament in writing to be by her duly executed and attested shall direct or appoint, and in default of such direction or appointment, and as to so much and such parts of my said freehold, copyhold, and leasehold premises, property and effects of which she is so hereby empowered to dispose, to which any such direction or appointment shall not extend in trust, to pay, assign, transfer, and assure the same, and every part thereof, unto, between, and amongst all and every such of my said children as shall then be living, or if dead, having lawful issue; in parts, shares, and proportions if more than one; and if there shall be but one such child, then the whole of the said third part, together with the funds and securities, whereupon the same shall be invested unto such one child, or his or her lawful issue; Provided always, and I do hereby further declare it to be my will and intent, that the share or shares, part or parts of such one or more of my said children as shall be a son or sons of, and in my said property and effects, so hereby devised and bequeathed to him and them as aforesaid, shall vest in him or them, at his or their age or respective ages of ——— years, or dying before that age having lawful issue, and the share or shares of such one or more of them, as shall be a daughter or daughters, shall vest in her or them at her or their age or respective ages of ——— years, or day or days of marriage, with such consent as aforesaid, which shall first happen, though the actual transfer or payment of one moiety or one third part thereof, as the case may be, is to be postponed until after the decease of my said wife as

Portions to
vest at 21, or
marriage.

Benefit of survivorship.

aforesaid : and it is also my will and desire, and I do hereby direct, that in case any one or more of my said children being a son or sons, shall die under the age of ——— years, without having issue, at his, her, or their death or deaths, or born in due time thereafter, or being a daughter or daughters, shall die under that age unmarried, then the share or part, shares or parts, or proportions of him, her, or them so dying, shall accrue and go to the survivor or survivors of my said children in equal shares and proportions (if more than one, and if but one, then the whole to such one) and be paid, assigned, or transferred to him, her, or them, or his, her, or their issue, together with and at the same time as his, her, or their other or original share or shares, are and is by this my will directed to be paid, assigned, and transferred : Provided nevertheless, that in case any or either of my said children shall marry with such consent as aforesaid, and die under the age of ——— years, having issue of his, her, or their body or bodies, living at the time of his or their death or deaths, or born within due time thereafter, then the share, interest, or proportion of him, her, or them so dying, and having issue, shall go and belong to his, her, or their child or children, and shall not survive to or amongst the rest of my said children as hereinbefore expressed, and I do hereby will and direct, that the education of my said children during their respective minorities, shall be under the care and management of my said dear wife, and my said trustees jointly and equally, and I hereby nominate and appoint them my said trustees and her my said wife, guardians of my said children : And whereas, under and by virtue of certain articles of co-partnership heretofore entered into between me and my said brother, two third parts only of the stock in trade employed in my said business of a

——, the book and other debts incident to the said business, or of the value or interest of, or in the said leasehold buildings and premises, where the same is carried on, is the property of myself, the other one third part thereof belonging to my said brother. Now I do hereby direct, and it is my will and desire (notwithstanding the general directions hereinbefore given, for the sale and conversion into money of all my estate, property, and effects indiscriminately) that such my said two third parts of and in the said stock and trade, debts, and leasehold premises, shall continue in and remain a part of the said joint trade at interest, for the convenience and accommodation of my said brother, if and upon condition that my said brother do and shall, from time to time, as often as rests are or can conveniently be made in the accounts of the said business, well and faithfully pay, apply, and appropriate one just and full fourth part of the net profits of the said business unto and for the benefit of my said dear wife and children, until some one of my said children shall attain the age of —— years, agreeable to the trusts hereinbefore expressed relative to my general property and effects, or as near thereto as circumstances will permit; in which case I will and direct that no interest shall be paid for so much of my said stock remaining in the hands of my said brother, as shall be equal in amount to the value of such one fourth part of the profits of the said trade; but should my said brother refuse to appropriate such one fourth part of the profits of the said business in manner and for the purposes aforesaid, then and in that case it is my will, and I do hereby direct, that the whole of my share, interest, and proportion, of and in the said leasehold premises, stock in trade, debts, and copartnership effects, shall upon my decease, be forthwith sold, got in, and converted

Trustees to retain their expenses.

Not to be answerable for each other, &c.

into money, and the produce thereof invested upon securities at interest, together with the rest of my said property and estates, and to, for, and upon the like trusts, intents, and purposes: Provided always, and it is my will, and I do hereby direct, that it shall and may be lawful to and for the several trustees constituted or to be constituted by virtue of this my will, and to and for each and every of them, their and every of their heirs, executors, and administrators respectively, by and out of the said trust-money hereinbefore mentioned, to deduct and reimburse to himself and themselves, and to allow to his and their co-trustees from time to time respectively, all such costs, charges, damages and expenses, as they and every or any of them shall be put unto, pay, suffer, or sustain, for or by reason of any of the trusts hereby in them reposed, or in the management or execution thereof, or for or by reason of any other matter or thing in any wise relating thereto, and that none of the said trustees, their heirs, executors, or administrators, shall be answerable or accountable for any more money than what they shall respectively receive, by virtue of the trusts aforesaid, nor shall any of them be charged or chargeable with, or accountable for the receipt and receipts of the other of them, but each for his own acts, receipts, and wilful defaults only; nor shall they or any of them be answerable or accountable for the insufficiency or deficiency of any security or securities, whereon the said monies, or any part thereof, shall or may be invested, nor of any banker, goldsmith, agent, or any other person or persons, who shall or may be employed or entrusted by them, or any of them, in the management or disposition of all or any of the said sum or sums of money, nor shall they, any, or either of them be answerable or accountable for any involuntary loss of all or any of the said sum.

or sums of money, but shall be acquitted and saved harmless in respect of all such acts, matters, and things, as shall be done by them respectively, in pursuance hereof, in the execution or management of the several trusts hereby in them reposed, unless the same shall happen through their or his own wilful neglect or default: Provido for appointing new trustees. Provided likewise, and I do also direct, that in case any or either of them the said trustees or trustee, or any future trustee or trustees shall happen to die or be desirous to be discharged from, or neglect or refuse to act in the trusts hereby created, at any time or times before the same trusts shall be finally performed or otherwise determined, then it shall and may be lawful to and for the survivor or survivors of them, and the executors, administrators, and assigns of such survivor, by any writing or writings, under his or their hands or seals or hand or seal, and to be attested by two or more credible witnesses, from time to time, to nominate or appoint any other person or persons to be a trustee or trustees in the stead or place of the trustee or trustees so dying, or desiring to be discharged, or refusing, or declining, or becoming incapable to act as aforesaid, and that when and so often as any such new trustee or trustees shall be nominated and appointed as aforesaid, all the trust-estates, monies, and premises which shall then be vested in the trustee or trustees so dying, or desiring to be discharged, or refusing, or declining, or becoming incapable to act as aforesaid, either solely or jointly with the other trustee or trustees, shall be thereupon with all convenient speed conveyed, assigned and transferred, in such manner, and so as that the same shall and may be legally and effectually vested in the surviving or continuing trustee or trustees; or if there shall be no continuing or surviving trustee or trustees, then in such new trustees, and upon

the said trusts as are hereinbefore declared of and concerning the same trust-estates, monies and premises respectively, or such of them as shall and may be subsisting and capable of taking effect; and that any such new trustee or trustees shall and may in all things act and assist in the management, carrying on, and execution of the trusts to which they shall be so appointed, in conjunction with the other their surviving or continuing trustee or trustees; and if there shall not then be any such surviving or continuing trustee or trustees, then by themselves as fully and effectually, and with all the same power and powers, authority and authorities, of consent, approbation, discretion, calling in, laying out and investing, compounding, compromising, giving, and signing effectual indemnifications and discharges to purchasers, mortgagees, or others, and all other powers and authorities whatsoever, to all intents and purposes whatsoever, or if he or they had been originally in and by this very will appointed trustee or trustees, for the purposes for which such new trustee or trustees, their or his heirs, executors, or administrators, in or to whose place such new trustee or trustees shall respectively come or succeed, are and is enabled to do, or could or might have done, under and by virtue of this my will, if then living or continuing to act in the trusts hereby reposed in them; and I particularly recommend and request, that such substitution or nomination of a new trustee may be made on the death or resignation of any of the said trustees, or within — months after such event shall take place, AND lastly, I do nominate and appoint my said dear wife, my said brother, D. W. and the said W. J. executrix and executors of this my will. IN witness, &c.

Appointment
of executors.

INDEX

TO

POWELL'S CONVEYANCING.

ACCOUNTS.

	vol.	page	AGREE- MENTS.
C OVENANT to keep accounts -	i.	170	
— to take account of stock yearly	ib.	171	

ADVOWSON.

Bargain and sale of to a mortgagee -	iii	59
Grant of for a term, in order to a presentation	iv	19
— of next presentation to - -	iv	28

AGREEMENTS.

An outline of the law relative to agreements,	i	1 to 34
<i>For precedents of articles of Agreements, see Table of Contents to Vol. I.</i>		
Agreement to postpone sale of ship, but not to keep same longer than to make sale thereof	i	248

INDEX.

	vol.	page
AGREEMENTS. Agreements relative to the purchase of estates	i	43 &c.
----- relative to trade and copartnership	ib.	93
----- relative to debtors and creditors	ib.	213
----- relative to nominations and separations	ib.	254
----- of partition	ib.	389
----- relative to omission in a recovery	ib.	396
----- to stand possessed of premises in trust, to use all lawful means to get possession	iii	379
----- for licence to sell patent articles	i	405
----- for a lease of public house	ib.	411
----- for inclosing common and waste lands	ib.	424
----- for equal distribution of testator's effects notwithstanding any other appointment	ib.	430
----- as to money retained in consequence of doubt respecting validity of title, for want of a confirmation of an advowson by heir at law of former owner	ib.	71
----- to postpone the sale of a ship, under a power for that purpose, till its return from an intended voyage	ib.	248
----- for a partition between tenants in common	ib.	389
----- for establishing an agricultural society, appointment to carry into execution agreement to end a chancery suit	ii	159
----- that certain former mortgages shall be postponed till payment of fresh mortgage	v	277
----- that lender of money may receive money to become payable on policies by way of further security	i	246
----- that part of purchase-money should remain in purchaser's hands, and be vested in funds till minors claiming portions attain the age of 21, and execute deeds	i	83

INDEX.

	vol.	page	AGREEMENTS.
Agreement applicable to a separation between a man and his wife	i	382	
— between parties on deed of separation, that on receipt of annuity, wife's receipt shall be a sufficient discharge, and trustees not be answerable, &c.	i	385	
— in deed of separation, that wife shall not commence suit to compel husband to live with her, or to allow further maintenance	ib.	387	
— that husband shall be at liberty to prosecute suit for adultery, notwithstanding separation	ib.	388	
— for a partition between tenants in common	ib.	392	
— that defective record of a recovery shall be amended	ib.	403	
— that expenses of suits shall be equally borne by grantor and grantee of a patent commodity	ib.	410	
— in a brewer's lease to a publican as to liquors, &c.	ib.	411	
— that lessor shall not be bound to supply lessee with beer after he has contracted a debt to a certain amount	ib.	417	
— that term of a lease shall continue quarterly till notice to quit given,	ib.	418	
— that tenancy shall be dissolved if licence taken away, &c.	ib.	419	
— that premises shall be kept insured by lessee, and in case of default lessor may insure	ib.	420	
— of jointress to postpone her jointure	ii	400	
— to refer disputes to arbitration	i. 127, 151,	435	
— that disputes shall be referred to a general meeting of proprietors	i	198	
— to file a bill in Chancery	ii	164	
— by a person to perform his part of the contract	ib.	164	

INDEX.

	vol.	page
ANNUITY. Agreement that composition deed shall not prevent		
creditors from suing debts	ib.	182
——— that a certain debt shall have a priority		
of payment	ib.	313
See further " <i>Proviso.</i> "		

ALLOWANCE.

See "**CREDITORS.**"

ANNUITIES.

For precedents of grants of annuities and rent-charges, see Table of Contents, Vol. IV.

For assignments of annuities, see Table of Contents, Vol. II.

Agreement for securing an annuity, and arrears by assignment of securities, &c.	i	234
Assignment, as a collateral security for securing	ii	459
——— of annuity	ib.	478
——— to secure another annuity	iii	1
Bargain and sale for securing	iii	23
Bond for payment of and repurchase	ib.	118
Demise for securing	ib.	401
Trusts to pay annuity	ib.	387
Power of attorney to receive annuity	ii 482	iv 123
Assignment of interest, dividends and proceeds, as a further security for annuity	ii 481	iv 111
Trust to secure annuity to son during father's life, with usual powers	vi	278
—— to redeem annuities	v	439
—— to pay annuity to wife for life	ib.	440
——— to husband for life	ib.	441
Demise of lands upon trust to receive rents, and mortgage and sell same, for securing annuity, and pay overplus to grantor.	iv	45, 81, 96

INDEX.

	vol.	page	ANNUITY.
<i>Appointment of receiver of rents, with covenant for him to stand seised of premises to pay annuity</i>	ii	183, 463, iv	98
<i>Proviso for receiver not to act till default in payment of annuity</i>	ib.		104
<i>— that grantor of annuity may re-purchase</i>	iv	86, 122, 137	
<i>Power of attorney to receive rents, &c. for securing annuity</i>	iv		113
<i>Agreement that wife should not have the whole annuity till husband was let into the receipt of a certain sum per annum</i>	ib.		175
<i>Proviso for apportioning annuity to any reduction in husband's income</i>	ib.		176
<i>Trust of terra for securing rent-charge</i>	iv		45
<i>Assignment of annuity, with power of attorney to receive same</i>	ii		478
<i>Covenant that assignor of annuity hath not released or discharged the same, and for further assurance</i>	ii		479
<i>— to limit further annuity</i>	i		258
<i>— from grantor of annuity that he hath right to convey, done no act to incumber, and will not do any act to revoke same, and for further assurance, &c. and for enabling, &c.</i>	iv	88, 100	
<i>Ditto for peaceable enjoyment of annuity, free from incumbrances, &c.</i>	ib.		
<i>Covenant to do all acts to secure payment of annuity</i>	iv	103, 123, 157	
<i>— to appear at insurance office</i>	iv		103
<i>Proviso for annuity to be subject to wife's debt</i>	iv		172
<i>Power for wife to sell or raise money on annuity</i>	ib.	163, 168	
<i>Covenant for payment of annuity</i>	i	61, 78, 114, 135, 145, 154	
<i>Declaration that annuity is in lieu of former jointure and dower</i>	i	59, iv	59

INDEX.

	vol. page
<i>Usual covenants</i> for right to convey, and for quiet enjoyment of land; and in default of payment of annuity - - -	i. 155
<i>Proviso</i> that grantor shall receive annuity, assigned till default of payment of annuity secured thereon - - -	ib. 157
— in case annuity not paid to raise same by sale or mortgage - - -	ib. 82, 97
<i>Declaration</i> that bond and judgment, &c. shall be for better securing annuity, and that judgments shall be entered up, &c. though out of time, and no occasion to revive	i. 67, 104
<i>Covenant</i> in case bank stock sold, and the money invested in land, annuity shall be secured thereon - - -	iv 159
<i>Power</i> to apply to chancery to have dividends paid to annuitant - - -	iv 116
<i>Mortgage</i> of annuity, rectory, &c. - - -	v 370

APPRENTICESHIP.

<i>Articles of</i> - - -	i 206
See "Bond."	

APPOINTMENTS.

<i>For precedents of deeds of appointment, see Table of Contents to Vol. I.</i>	
<i>Annuity</i> —appointment of receiver for regular payment of - - -	ib. 183
<i>Observations</i> on deeds of - - -	ii 2 to 15
<i>Covenant</i> to levy a fine to bar appointments of receiver to pay annuity - - -	iv 83, 98

ARBITRATION.

<i>Bond</i> of reference to - - -	iii 121, 123
-----------------------------------	--------------

INDEX.

vol. page

ASSIGNMENT.

ASSIGN-
MENT.

Observations on deeds of	ii	217 to 231
<i>For Precedents of deeds of assignment, see Table of Contents to Vol. II.</i>		
Assignment of bond for securing payment of annuity	i	242
Covenant not to assign without consent	ib.	415
Assignment by way of mortgage	ii	365
----- of policy of assurance in conveyance to purchaser	v	352
----- of fee in premises by trustees of a former mortgage discharged from former mortgage, but to fresh uses thereby declared	ii	284, 348
----- of mortgage terms by moieties upon trust	ii	319
Assignment of monies put out on mortgage, and of lands, on which the same are secured by indorsement	ii	345
----- of rents to same trusts as lands before granted	ib.	
----- of two terms to be disposed as assignee shall direct	ii	471
----- of moiety of money in the funds	ii	419
----- of dividends of stock, and other provisions for payment of annuity	ib.	478, iv 111
Assignment and transfer of mortgage-money on assignment of mortgage	ii	346
----- of leasehold in a conveyance of freehold	v	125
----- of copartnership effects to a coming in partner	i	99
The like from one copartner to another, in trust to sell for payment of debts	ib.	163

INDEX.

	vol.	page
Assignment and transfer of contingent interests in sums, in pursuance of power, and of ap- pointment thereof to trusts	ii	483
----- of term to attend the inheritance from a trustee and heir at law, with lease and re- lease	v.	191
----- of trust premises by old to new trustee	ii	179
----- of statute-staple to protect from in- cumbrances	ib.	313
----- of stock in trade for securing money, lent with power to sell	ib.	446
Usual covenants in assignment of leases lawfully possessed, right to assign further assurance	ii.	263, 368, 457

ASSURANCE.

See "Covenant."

ATTORNEY.

*For precedents of letters of attorney, see Table of
Contents to Vol. II.*

Appointments of for various purposes, *see Table
of Contents to Vol. II.*

Revocation of power of attorney	i	212
---------------------------------	---	-----

ATTORNMENT.

Memorandum of by tenants	i	245
--------------------------	---	-----

Directions for tenants to attorn, for securing pay- ment of annuity	v.	458
--	----	-----

AUTHORITY.

See "Power."

INDEX

vol. page

Authority for trustees to raise trust-monies, see
"DEEDS"

BAILIFF.

Request to employ a certain bailiff to be paid a
yearly sum - - - vi 353

BANKRUPTS.

Bargain and sale from commissioners of - - - iii 92
Conveyance from assignees of to purchaser - - - v 165

BARGAIN AND SALE.

Observations on deeds of bargain and sale - - - iii 1 to 18
For precedents of deeds of bargain and sale, see Table of Contents to Vol. III.
Bargain and sale for a year to precede a release. - - - v 29

BILL OF SALE.

Of household goods for rent - - - iii 107
Of Goods by way of Mortgage - - - iii 109

BEQUEST.

Bequest of a sum for mourning - - - vi 345
- - - mourning - - - ib.
- - - ring - - - ib. 346
- - - Horses, coaches, &c. - - - ib.
- - - of jewels to wife - - - ib.

BOND.

Observations on bonds - - - iii 114
Precedents of - - - ib. 116
Bond from provisional incumbent for resignation - - - iv 23
- - - Assignment of - - - iv 25.

INDEX.

vol. page

BOOKS.

Gift of books to one son with liberty for another, to take of such books as he has not in his collection	-	-	vi	244
--	---	---	----	-----

BUILDINGS.

Covenant to finish buildings in a certain time	iv	259
——— keep buildings when built in repair	ib.	260
and so to deliver up at end of term	-	ib. 261
Liberty for landlord to view twice in a year	-	ib. ib.
Covenant to erect messuages according to covenant in original lease	-	ib. 274

BURIAL.

Directions as to burial	-	-
-------------------------	---	---

CHARGE.

Further charge as a collateral security for money	ii	386
Charge by feme covert in pursuance of a power	iii	414
Charge by appointment of feme covert of pre- mises, with payment of sum borrowed	ii	94

CONFIRMATION.

*For precedents of deeds of confirmation, see Table
of Contents to Vol. III.*

Ratification of fresh mortgage by former mortgagee		
Confirmation by release by elder brother of estate devised to second brother	-	v 595

CLERKSHIP.

Articles of	-	-	i	199
-------------	---	---	---	-----

INDEX.

vol. page

COLLATERAL SECURITY.

COPART-
NERSHIP.

Further charge as by assignment	ii	386
Assignment of policy, &c.	ib.	453

COMMITTEE.

Powers given to in conducting the affairs of a fo-		
ciety	i	186, 189, 196
—— in deed of composition with creditors	i	225, 229
Covenant by committee duly to account	i	231
Discretionary power vested in	ib.	233

CONSIDERATION.

Consideration where part of purchase money paid		
to a mortgagee	v	354
Grant of rectory in consideration of services	iv	19
Recital of the consideration paid upon trust	v	144
Consideration of stock transferred	ii	366, 433
Redemption of annuity	iv	120

COPARTNERSHIP.

<i>Deeds and agreements of copartnership, and of dis-</i>		
<i>solution, see Table of Contents to Vol. I.</i>		
Agreement in deed of copartnership to carry on		
the business jointly for a certain number of		
years	i	100, 131
—— for persons to form themselves into an		
agricultural society of copartnership	i	174
Place of carrying on the business	i	134, 177
That capital shall consist of a certain sum	i	101, 176
Application of gross produce and net profits	i	178
That certain leases shall be considered as part of the		
capital	ib.	102

INDEX.

	vol.	page
COPART- NERSHIP.		
That mortgages shall be taken in the joint names of the copartners	ib.	102
That copartners will be faithful to each other, &c.	i	103, 132, 183
Will not buy or sell beyond a certain amount without each other's privity	i	104
Parties will not give credit without each other's consent	ib.	137
Nor compound or release debts	i	105, 138
Nor carry on any other business	i	105
The capital & profits not to be subject to private debts	ib.	106
Parties will not be bail or become surety	i	106, 139
Nor give bonds, bills, &c.	i	139
No apprentice to be taken without consent	i	107, 151
Premium received with apprentice to be added to the capital	i	107
That no clerk shall be retained or removed without joint consent	i	107
No debts to be contracted by servants	ib.	189
Parties may bring further capital into the business, and be allowed a per centage	ib.	108
----- not to convert the joint stock to their private use	i	108 — if they do, to pay interest for same
----- may draw out of the profits a certain sum per month	ib.	109
Books and ledgers to be kept for entering the transactions of the business	i	110, 136
One of the parties to keep the cash book, and be answerable for waste	i	111
If loss happen by either parties neglect, such party to be answerable	ib.	112
That debts received shall be applied in payment of debts owing	ib.	112
The parties to be allowed what they expend on customers, if entered in cash book	ib.	113
An account of the profits and loss to be made out		

INDEX.

	vol.	page	
annually i 113, 140, 142, 194—which shall be conclusive on the parties -	ib.	114	COPART- NERSHIP.
Profits to be divided, and expenses to be borne by and between the parties in proportion to their capital -	ib.	114	
Final account and valuation to be made up at the end of the copartnership -	i	115, 142, 181	
If either party then indebted to the trade, the debt to be deducted out of his share of the effects	i	116	
Parties will not release, but assist in recovering each other's share of the effects -	ib.	117	
No survivorship shall take place on the death of either of the parties -	i	118, 144, 177	
On death of either party his executors to be partners for one year -	i	149	
The share of party dying or becoming bankrupt shall be paid to his executors or assignees	i	118, 183	
On death of either party an annuity to be paid to his widow -	i	148	
Surviving party to indemnify executors of deceased parties from claims, &c. -	ib.	119	
Party to give security for payment of share of deceased -	i	119, 145	
Then to have the whole of the business -	i	121	
Party to bear expenses of suits, &c. -	ib.	122	
That sum paid to executors or assignees of parties dying or becoming bankrupts, to be paid by the survivor, in proportion to the capital -	ib.	122	
No party to transfer his share without joint consent -	ib.	123	
Share to be assignable on notice given -	ib.	177	
No party to give securities for money without such consent, on penalty of forfeiting the amount, and dissolution of copartnership	i	123, 139	

INDEX.

COPY- HOLDS.

	vol.	page
One of the parties may quit the business on giving notice	i	124
Disputes arising between the parties to be referred to arbitration	i.	127, 151
To be referred to general meeting of members	i	197
Proviso for returning part of premium or good will, paid by coming in partner, in case of his death within a time specified	ib.	150
Agreement for dissolution of copartnership	ib.	161

COPYHOLDS.

Bond for surrender of	iii	132
Lease of copyholds	iv	365, 374, 432
Proviso for determining lease of copyholds	iv	390
Covenant to surrender copyhold lands to trustees, to raise money for payment of debts, with covenant to levy a fine	v	436, 463
———— in conveyance of freehold and copyhold lands blended together	ib.	126
Release of claim to copyholds	ib.	125
Covenant to surrender copyholds by way of mortgage	iii	260
———— that vendor is seised of copyhold lands, and hath good right to surrender	v	49, 67
———— lands prove copyhold to surrender them	iv	177
Gift of copyhold estates to same uses as declared of freehold.	vi	334
Covenant to surrender copyholds	iv.	5, 43, 52, 117, 431, 461, 520
———— to surrender copyholds, in order to suffering a recovery thereof	iii	251
Deed of covenants for the title on surrendering copyholds in fee	ib.	256
The like on surrender by way of mortgage	ib.	259, 300

INDEX.

	vol.	page	COVENANTS
Deed of covenant to levy a fine of in order to a partition - - - - -	iii	262	
— of covenant to surrender copyhold premises by way of mortgage thereof - - -	ib.	293	
— — — — — to trustees in trust to sell for pay- ment of debts, &c. - - - - -	ib.	387	

COAL MINES.

Lease of - - - - -	iv	432
Proviso for determining such lease - - -	ib.	390

CHILDREN.

Recital of having advanced all younger children but one - - - - -	vi	340
Declaration, that after-born children shall be en- titled in the same manner as those already born - - - - -	ib.	349
Trusts of stock for children, with benefit of sur- vivorship, &c. - - - - -	ii	122

COVENANTS.

Observations upon covenants for the title, &c. to premises - - - - -	iii	206
<i>For precedents of deeds of covenant, see Table of Contents to Vol. III.</i>		
Deed of covenant to stand seised - - - - -	iii	203
Covenant that mortgagor will pay the money, and in default of payment, mortgagee may enter and enjoy, and other usual mortgage covenants - - - - -	vi	284, 336
— by vendor to convey — - - - -	i	57, 56
— by vendee to pay purchase money - - -	i	59, 66

INDEX.

	vol.	page
COVENANTS Covenant that parties have not executed power	ii	78 iv 60
—— that mortgagor hath power to release, and if sold purchasers shall enjoy free from incumbrances, &c. and that in case of sale of premises in pursuance of trusts, mortgagees will join	v	293
—— to pay principal and interest	iv	284
Usual covenants in bargain and sale of West India plantations	iii	55
Covenant to convey to trustees for an hospital		
—— to pay the rent reserved on leasehold premises in mortgage, and perform cove- nants, and indemnify mortgagee therefrom, and from actions, &c. and to procure fresh leases for new lives when necessary, and convey same when obtained, in case of default of payment	ii	265, &c.
—— by trustee for creditors duly to apply effects agreeably to the trust	i	164
—— to pay annuity, and that he hath power to charge premises with distress free from incumbrances	iv	69
Deed of covenant to levy a fine in order to a par- tition	iii	262
Covenant not to accept of preferment so as to va- cate the present security without leave	iv	19, 32
—— that future preferment shall be equally liable with present to annuity, and to se- cure annuity upon them	ib.	101
—— to appear at insurance office to insure lives	ib.	103
—— that mortgagor will join in convey- ance of lands when sold	vi	271
—— that trustees of a settlement have not sold or exchanged, nor will without con- sent	iv.	89

INDEX.

vol. page COVENANT

Covenant that after marriage husband will charge premises with a sum for each child	i	262
to procure representative of trustees, to assign stocks in their names, upon the same trusts	ib.	264
after marriage to do further acts, and as to intended settlement, and usual power to be contained	ib.	265
to do further acts to extinguish dower	ii	37
for production of title deeds	v	28, 70
not to receive money due on bond	i	244
by husband to leave wife a sum of money	vi	265
to surrender copyholds	iii 251, v 18, 48, 123, 436, 513	
The like by way of mortgage	iii	184
Covenant not to distrain on premises granted and released	v	518
to convey such parts of lands as shall be unconveyed upon trusts	v	538
that vender is seised of copyhold lands and hath right to surrender	v 20, 50, 125, 438, 515	
to permit person to receive profits of sum to be paid to intended wife, or to whom she should appoint till 21, for her separate use	i 288, vi 228	
to assign or join in assigning sums to trustees after a minor should attain 21 years of age	i 289, vi 229	
to join in sale with trustees	ii	460
not to revoke power	ii	463
in case receiver die to appoint another	ib.	464
to apply money arising from rents in discharge of annuity and other expenses	ib.	464

INDEX.

COVENANT

vol. page

Covenant for person on whose life annuity is granted, to appear at insurance office to have life insured	iv	208
———— for annuitant to have liberty to petition chancery for order for payment of annuity out of particular fund	iv	216
———— that annuitant hath power to charge the premises with annuity, and to demise same to charge lands purchased with stock with portions and annuity	iv	22
———— to procure woman at 21 to join in fine and make conveyances of lands	i	289
———— to assign stock	iii	171
———— that in case of neglect to insure ships assignee may insure same and charge all expenses on ships	ii	438
———— to take no advantage in respect of the form of taking possession of ship	ib.	440
———— from husband and wife not to hinder execution of trusts	v	444
———— that person hath not incumbered interest of stock	ii	430
Nor will revoke power for receiving stock, and for further assurances, &c.	ib.	431
———— to do all acts to enable persons to compel payment of rents	ib.	ib.
———— to do all acts to compel punctual payment of annuity	ib.	ib.
———— by husband and wife to surrender moiety of copyholds to the uses of the freeholds	vi	200
———— by husband to bar entail	i 369, vi	209
———— that husband will not bar entail	ib.	210

INDEX.

	vol.	page	
Covenant from receiver faithfully to collect and apply rents	ii	179	COVENANT,
——— covenant in deed of separation between man and wife to pay certain debts therein mentioned, and all costs, &c,	i	383	
——— by husband to pay rents of leaseholds and procure renewals	vi	205	
——— to settle future acquired estates to the like uses	ib.	207	
——— by husband to concur in any act to effectuate the purposes of the settlement	ib.	209	
Covenant from trustees by direction of wife in deed of separation not to hinder or oppose suit unless in defence of wife's innocence, &c.	i	384	
——— from husband in deed of separation, that wife may live separate as if unmarried, and not compel her to cohabit with him, nor prosecute any person for assisting his wife	ib.	386	
——— in deed of separation for wife to live apart from husband, and be free from his rule, &c. and not prosecute any persons from harbouring her	ib.	387	
——— in deed of separation, that jewels, plate, &c. shall be had and disposed of as wife shall direct, without being subject to husband's debts	ib. 3.	237	
——— from trustees in deed of separation, that husband shall not be obliged to pay for support of wife, and be indemnified therefrom, and commence no suit to compel him	ib.	386	
Usual covenants for the title in release in fee	v	19, 39, 102	
Ditto of lands appointed and released	ii	39	

INDEX.

	vol.	page
COVENANT Covenants several and separate in release from co- heiresses of their several parts respectively	v	213
Several covenants that parties have done, no act to incumber	ii	36, v 38
Covenants in conveyance of freehold and copy- hold lands	v	19, 47, 66
———— of freehold, leasehold, and copyhold, together	v	126
Usual mortgage covenants	vi	309
Covenants in mortgage of copyholds	iii	259
Usual mortgage covenants for term of years	ib.	402
Usual covenant in assignment of lease to a pur- chaser	ii	263
Ditto in assignment by way of mortgage	ib.	368
Usual covenants in assignment of land comprised in term after mortgage for raising portion		
Covenant in assignment of lease before assigned	iii	276
———— from assignee to pay rent and indemnify the assignors therefrom	ib.	279
———— that they have good right to appoint release, &c. and that same shall remain to uses without interruption, &c. and for further assurances	ii	41, 78
———— for further security of lands held by a second brother, under a will whereby elder brother in pursuance of directions given him by will ratifies and confirms to him	iii	200
Special covenant for further demise and assurance of lands to receiver, and from receiver to apply rents agreeable to trust	ii	186
———— for trustees to have liberty to inspect accounts	iii	374
———— from insolvent not to receive debts, nor to discharge deed of assignment, or any power, &c. thereby given, and to fur- ther acts	ib.	ib.

INDEX.

	vol.	page	COVENANT
Covenant from trustees of insolvent's effects to pay him so much as shall be sufficient for him to carry on trade, and maintain his family	ib.	ib.	
— from all parties to pay such sum as shall be needful for defending any suit, and divide the overplus towards payment of his debts, and when debts satisfied, if any overplus, to insolvent	ib.	ib.	
— that person has good right to demise, to settle jointure, and that premises shall remain to uses, &c. and for further assurance	iii	473	
— to indemnify for making surrender	ib.	477	
— that lands are let at such a rent	ib.	474	
— from a man for himself and daughter, that she shall, after attaining her age, assign and give her consent to assignment of sum in the bank	vi	173	
— to surrender copyholds in order to a partition	v	572	
— from owner of estate and children to pay mortgage money	ii	413	
Ditto in assignment of lease for lives, and 21 years after	v	552	
Covenant that vendor has a right to assign £— three per cent. consols, and that vendee shall receive same	ii	430	
— that assignor of annuity has not released or discharged same, and will not, but will justify all lawful actions and proceedings, and will not disavow them, &c.	ii	480	
— for the title, &c. in marriage settlement	vi	168	
— from persons equitably entitled to leasehold premises, that they have done no act to incumber	ii	252	

INDEX.

vol. page

Covenant from assignor of annuity that he is seised for life of same, has power to convey for quiet enjoyment, and further assurance	ib.	480
—— that he hath power to charge premises with annuity, and that same shall be open for distress, &c. and for further assuring premises and annuity	iv	88
—— that he hath right to grant annuity, and hath done no act to incumber, and will not revoke same, and for further assurance, and for enabling to recover, &c.	ib.	ib.
—— from mortgagor to mortgagee to insure buildings	v	392
—— to procure representatives of old trust- tees to transfer stock into the names of pre- sent trustees	i	264
—— by intended husband to do further acts after marriage	ib.	265
—— that in future settlement all usual and proper provisos, &c. shall be inserted	ib.	ib.
—— to pay rateable share with other inha- bitants for lighting and cleansing	iv	260
—— to contribute share towards party walls, drains, &c.	iv	261
—— to do nothing to the annoyance of landlord	ib.	262
—— in articles of clerkship to a solicitor	i	199
The like in indenture of apprenticeship	ib.	ib.
Covenant in resignation of business, that assignee thereof will manage the business upon cer- tain trusts	i	168, 169
—— to assign life interest of covenantor and his wife in certain estates to another	ib.	280, 282
—— for quiet enjoyment till such assignment made	ib.	283
—— that such estates, on death of assignee shall revert to covenantor	ib.	284

INDEX.

	vol.	page	
Covenant to permit persons to receive rents of premises till sold, they keeping down interest of incumbrances	i	286	Covenant
—— that wife's fortune and property shall belong to the husband, and that she will do all necessary acts to vest the same	i	289	
—— to secure an annuity to wife for pin-money	ib.	290	
—— to lease a rent-charge as a jointure	ib.	292	
—— also a further jointure	ib.	294	
—— by intended husband to leave wife a sum of money if she survive him	ib.	298	
—— to charge premises with a sum of money in pursuance of a power	ib.	301	
—— to vest land in trustees for term of years for raising portions, &c.	ib.	299, 303	
—— that settled premises shall remain of sufficient value to answer sums charged upon it	ib.	302	
—— that in future settlement there shall be all proper provisions for survivorship of portions, maintenance of children, &c.	ib.	306	
—— that if in default of husband's appointment for raising portions in pursuance of articles, the articles will themselves be sufficient	ib.	307	
Covenants for the title by husband in marriage settlement	ib.	364	
—— to make good deficiencies in the value of settled premises, keep down interest, &c.	ib.	367	
Covenant by the friends of intended wife that she shall when of age bar her intail in premises	i	369, 375	
Covenant by husband to concur in such purpose	i	372, 376	
—— by husband to pay a moiety of rent of subsisting leases	ib.	374	
—— by husband in settlement to procure renewals of leases	ib.	ib.	

INDEX

	vol.	page
COVENANT Covenant to pay a moiety of fines on renewal	ib.	275
Covenants applicable to a deed of <i>separation</i> between a man and his wife	ib.	382
Covenant to complete a <i>partition</i> of estates, and execute proper conveyances for that purpose	ib.	393
— by grantee of patent articles to pay a premium to the grantor for each article sold	ib.	408
— by lessor to insure premises from fire, and in default that lessor may	i 420, ii 458	
— to do all necessary acts to extinguish dower	ii.	37
Several covenants by trustees that they have not executed power	ib.	33
Covenant that they have not incumbered	ib.	39
Several covenants by <i>cestui que</i> trusts and the wives for the title	ib.	40
Covenant by appointor that he has power to appoint, &c.	ib. 78, v 213	
Release of covenants in marriage articles	ib.	133
Covenant to convey to trustees of an hospital	ib.	154
— that trustees will stand possessed of premises in trust for establishing a county hospital	ib.	158
— not to obstruct receivers, &c.	ib.	186
— for payment of mortgage money	ib.	294
— for quiet enjoyment in default of payment of mortgage money, and further assurance	ib.	295
Covenant that mortgagor shall enjoy till default in payment	ib.	308
— by persons entitled to equity of redemption of mortgaged premises to pay annuities charged thereupon	ib.	303
Separate covenants for the title by coheiresses to their respective parts of the premises	iii	88

INDEX.

	vol.	page	Covenant,
Covenant to re-transfer or re-invest stock sold out to lend	ii	368	
by assignor of leasehold land by way of mortgage, to erect and complete buildings thereon agreeably to covenants in original lease	ii	379	
by <i>cestui que</i> trust to join in sale if required	ii	460	
by trustee to apply trust money agreeably to the trusts	ii 464, iii	102	
Deed of covenants for trustees to indemnify purchaser against seeing to the application of the purchase money	ib.	247	
Covenant of <i>separation</i> between a man and his wife	ib.	232	
to convey and surrender copyholds for suffering a recovery to the uses of a settlement	ib.	251	
to <i>stand seized</i> thereof to the uses of settlement until such recovery suffered	ib.	254	
Deed of covenants for the title or surrender of copyholds in fee	ib.	256	
The like on surrender by way of mortgage	ib.	259	
Deed of covenants to empower a person to take possession of an estate, and appoint a receiver	ib.	271	
Deed of covenant for production of title deeds	iii	274	
Covenant for the title in assignment of a lease before assigned	iii	277	
Deed of covenant to surrender copyholds by way of mortgage	ib.	293	
Covenant that if any arrears of interest due on premises at death of mortgagor, tenant for life, he shall pay it and indemnify reversioners	ib.	330	
to surrender copyholds to trustees for payment of debts, &c.	ib.	387	

INDEX.

	vol.	page
CREDITORS Covenant to insure life	ib.	437
— that estates shall continue well tenanted	ib.	474
— not to <i>do any act</i> whereby stock may be attached, &c.	i	170
Covenant at the expiration of term to deliver up stock	ib.	171
— for not letting, &c., demised premises	iv	248
— in assignment of copartnership effects for creditors to do all further acts to effectuate the assignment	i	167
— by borrower of money to assign policy to lender on request	ib.	247
— by intended husband to convey estates to trustees on his marriage	ib.	256
— to limit a further annuity	ib.	258
— that husband after marriage charge premises with portions for children	ib.	263

CREDITORS.

Agreements respecting debtors and creditors	i	213
Appointment of land, &c. in trust for	ii	96
— of receiver for	ib.	177
Assignment of personal estate for	ib.	465
Bargain and sale from commissioners of bankrupts in trust for	iii	93
Trusts of copartnership effects assigned for benefit of creditors	i 163, iii	356
Trusts of deed and composition with creditors	i 220, iii	369
Trusts to get possession of, and to sell premises for creditors	iii	379
See TRUSTS.		
Covenant by debtor to make up his accounts	i	218
— to convert his effects into money	ib.	219
and pay produce into banker's hands	ib.	ib.
— that he will not enter upon new speculations	ib.	220

INDEX.

	vol.	page	CREDITORS
Power for committee of creditors to nominate a clerk to make up creditor's accounts	i	221	
Covenant that debtor will not prefer any particular creditor	ib.	ib.	
Covenant that debtor will pay creditors in a limited time	ib.	222	
—— that creditors engage to accept of debts in the manner proposed	ib.	223	
—— that debtor shall be allowed to carry on his business unmolested by his creditors	ib.	223	
Power for committee of creditors to meet, &c.	ib.	223	
See PROVISIO.			
Proviso that composition deed shall be void if larger creditors do not come in	ib.	228	
Dividends to be set apart till they determine	ib.	ib.	
Bankers to retain part of debts due to them	ib.	233	
Covenant to assign policy of insurance or request	ib.	247	
Trust to sell, &c. for payment of debts	ii	191	
Appointment of receiver of rents for benefit of creditors, with proper trusts	ib.	177	
Assignment of personal estate and effects for the benefit of	ii	465	
Trust of copartnership effects assigned for benefit of creditors	iii.	356	
The like of produce of real estates	ib.	363	
Covenant by creditors to make a full disclosure of effects	ib.	358	
—— that schedule of debts shall not establish their validity	ib.	357	
—— of letter of licence to debtors	ib.	360	
—— not to sue debts for a given time	ib.	370	
—— if debtor do not make a full disclosure license to be void	ib.	371	
Trusts to sell, &c. for payment of debts	iii	385, 387	
Demise to secure creditors their debts who had refused to come in under deed of composition	iii	423	
Conveyance of lands, &c. in trust for	v	395, 431, 461	

INDEX.

vol. page

DEBTOR. See CREDITOR.

DECLARATIONS.

For Precedents of Declaration of Trusts, see Table of Contents, Vol. III.

Declaration that until assignment of term can be procured same shall be in trust for purchaser	v	162
Declaration that all fines levied shall enure to the use of purchaser, &c.	v	37, 155, 601
_____ of uses of recovery suffered of copyholds	iii	293
_____ of the trust of the fee until default of payment to permit mortgagor to receive rents, &c. and after default in payment to make sale thereof, and out of purchase money pay mortgage money	iii	406
_____ that several judgments shall be held in trust for mortgagees	ib.	413
_____ that all outstanding terms shall be held in trust for mortgagee to extend inheritance	v	297, 394
_____ that all terms, judgments, &c. shall be held in trust for releases	iii	413
_____ that mortgagor's joining in sale shall not be necessary	v	296
_____ that bond and warrant of attorney shall be for securing mortgage-money	ii	316
_____ that trustees shall stand possessed in trust to sell without assent of owner thereof	v	297, 525
_____ that all conveyances made by the trustees shall be valid without the concurrence of owner	ib.	ib.

INDEX.

	vol.	page	DECLARA- TIONS.
Declaration that if mortgagor neglect to renew leases mortgagee may, &c.	v	367	
_____ to pay salaries and expenses incurred in repairs	vi	23	
_____ that new trustees shall be possessed in the same trusts	vi	199, 304	
_____ shall be seised in trust to sell	v	514	
Declaration that outstanding terms shall attend the inheritance	v	534, 343	
_____ of trust of term to raise ad- ditional portions for younger children, to be paid at 21 years of age	vi	145, 180, 234	
Ditto for raising additional portions for daughters, if no sons, to be paid at 21, or day of mar- riage, with interest	i	310	
Declaration that purchaser shall not be answerable for misapplication or non-application of purchase-money	v	517	
_____ that trustees shall be answerable only for their own acts, and not for involuntary cases	vi	311	
_____ that advancement shall be in satis- faction of provisions made by act	vi	349	
_____ that a provision made shall be in lieu of jointure	v	544	
Declaration by trustees that money lent by them is trust money	v	366	
_____ that no advantage shall be taken of an inadvertent omission of settled premises out of a recovery intended to have been suffered of them	i	396	
_____ that after-born children shall be en- titled in the same manner as those already born	vi	352	
_____ that money arising by sale shall be in- vested in purchase of lands to be settled	vi	302	

INDEX.

vol. page

DEEDS.

DEEDS.

Agreement for retaining title-deeds as a security for money lent	i	246
Deed of covenants for production of	iii	274, v 28
Several covenants from <i>cestui que</i> trusts, &c. for production of title deeds	ii	45, 83

DEBTS.

See CREDITORS.

Conveyance to trustees for payment of	iv.	431
Order of paying in deed of composition	i	226

DEMISE.

See precedents of deeds of demise, Table of Contents to Vol. III.

DEVISE.

See WILLS.

DIVIDENDS.

Assignment of	iv	111
Power to apply to chancery to have them paid to annuitants	iv	116
Dividends of stock to be paid to persons entitled to rents	vi	303

DISTRESS.

Grant of, upon annuity	is	94
Power of, to secure annuity	iv	79
Covenant not to distrain	v	518

DISSOLUTION.

Agreement of dissolution of copartnership	i	157
---	---	-----

INDEX

vol. page

ELICRO

DOWER.

Release of, in deed of appointment	ii	36
Covenant to do all necessary acts to extinguish		
same	ib.	37
Trust to raise a sum for wife in lieu of her dower	iii	468
Limitation, in conveyance, to prevent	iv 4, 9, v 14, n. (c)	86

ELEGIT.

Recital of elegit having issued	i	138
Proviso that elegit shall not be prejudiced by as-		
signment of lands extended	i	244

EXECUTORS.

Nomination of	vi	345, 358
---------------	----	----------

EXECUTION.

Power to sue out, though not in term	iv 67, 104, v	299
--------------------------------------	---------------	-----

EXCHANGE.

Declaration that premises given in exchange shall		
be discharged from the trusts declared of		
same, subject only to leases or contracts for		
leases	vi	119
Deed of exchange by lease and release	iv	602
Powers of sale and exchange in a marriage settle-		
ment	i 359, vi 109, 163, 194, 296, v	341

EXPENSES.

Directions to deduct and retain	vi	60
---------------------------------	----	----

INDEX.

vol. page

GAMING.

FINE.

Covenant to levy	-	iii 223, v 38, 47
Form of such covenant	-	ib. 226
Covenant to levy fine	iv 31, 150, 431, v 102, 155	
Deed of covenant to levy, in order to a partition	iii	264
Declaration of uses of fine, as a part of premises to use of a purchaser, as to other part to use of mortgagee, and as to remainder to uses of a settlement	-	iii 281, 287

FEOFFMENT.

Precedents of deeds of, see Contents to Vol. IV.

FIXTURES.

Power to enter and take an inventory of	iv	196
---	----	-----

GUARDIANS.

Appointment of guardians	vi	352
Direction that mother shall have the guardianship of children during widowhood	ib.	ib.

GLEBE LANDS.

Lease of	iv	381
----------	----	-----

GAMING.

Proviso subjecting persons to penalties for	vi	377
Declaration of trust of term to raise forfeitures for	ib.	378

INDEX.

vol. page

GIFT.

See BEQUEST and DEVISE.

GRANT.

For precedents of deeds of grant, see Table of Contents to Vol. IV.

GUARDIAN.

Appointment of	vi	352
Maintenance of children to be paid to	ib.	354

HABENDUM.

Habendum in fee subject to mortgage	v	263
— as to tithes and leaseholds for lives, for the lives of the <i>cestui que vies</i> subject to mortgages	ib.	ib.

HEIR-LOOMS.

Gift of pictures, &c. as heir-looms	vi	244
-------------------------------------	----	-----

HOSPITAL.

Deed for establishing a county hospital	ii	135
---	----	-----

INCUMBRANCES.

Proviso that when premises sold, trustees shall apply the purchase money in discharge of incumbrances	iii	364, 386, 389
Direction to apply money in discharging incumbrance	ib.	ib.
Covenant that parties have not incumbered	v	19, 65, 87, 103

See DEBTS, CREDITORS, MORTGAGES, TRUSTS, &c.

INDEX.

vol. page

INCLOSURE.

Agreement between lords and commoners for applying to parliament for inclosing wastes	i	414
---	---	-----

INDEMNITY.

Agreement to indemnify purchaser from rent-charge	i	88
Covenant to indemnify against suits, &c.	iii	103
See BOND.		
Trusts of stock for indemnifying purchaser against legacies	iii	338
Trusts for an indemnity against tithes	iii	344
Covenant by persons entitled to the equity of redemption of mortgaged premises to indemnify mortgagee from annuities charged thereupon	ib.	303
Deed of covenants to indemnify purchaser where he is not discharged from seeing to the application of purchase-money	iii	247
Covenant to indemnify trustees on account of their surrendering a term	iii.	477
Clause of indemnity to trustees		
Covenant to keep assignee under lessee indemnified from covenants in old lease	iv	222, 286

JOINTURE.

Bowers for persons in possession to grant jointures	vi	46, 104, 194, 336
Recital of relinquishment of one jointure and settlement of another jointure	v	6, 356
Confirmation of jointure	ib	ib
Bequest of £—— per annum as an augmentation of jointure	ib	ib

INDEX.

	vol.	page
Proviso that estates shall never be charged with		
more than one jointure at one time	vi	367
Limitation as to time of exercising power of jointuring	ib.	ib.
Agreement by jointress to postpone her jointure till mortgage paid off	ii	418
Demise for life	iii	441
Declaration that a limitation of lands for feme covert shall be taken as a performance of covenant for a further jointure	iv	538
----- that trustees shall stand possessed of wife's future property in trust for her by way of jointure	i	259, 261
Covenant to secure wife a rent-charge by way of jointure, and that certain premises shall stand chargeable with it till secured	ib.	292, 294
Declaration that wife's jointure shall be in lieu of dower	ib.	297
Use of premises to intended wife for her jointure, with power to recover same	ib.	338, 340
Power of jointuring any future life	ib.	358
See also POWER, PROVISIO, TRUST.		

INSURANCE.

Covenant to insure two-thirds in tenant and land-		
lord's name	iv	200, 218, 262, 402, 438
----- if sum insured not sufficient to repair premises damaged by fire, tenant to make up the difference	ib.	ib.
Recital of policy of insurance	ii	372
Covenant to pay premium on policy of insurance	ii	372
----- to insure life and keep same insured	ii	437
Assignment of policy of insurance	ii	372, 455, iv 352
Covenant that premises shall be kept insured	i	420, ii 458

INDEX.

	vol.	page
Covenant by mortgagor to insure premises from fire	iv	392
———— and trust to insure life	iii	437

INTEREST.

Proviso for reduction of on punctual payment	ii	315, v 337
Covenant that in case any arrear of interest due at the death of tenant for life, his heirs, &c. shall pay it	iii	330
Declaration that term was limited to trustees upon trust to pay interest	v	338
Direction that interest shall be paid to persons entitled to rents	vi	374

INVENTORY.

Power to enter and take inventory of fixtures	iv	196
Form of	ib.	225

JUDGMENT.

Recital that bond of judgment has been given as a collateral security for payment of money	ii	316
Proviso that execution shall not be had till default in payment	ib.	317
Declaration that judgments shall be held in trust for mortgagees	iii	412

LAND-TAX.

Conveyance by tenant for life under land-tax act	iv	600
--	----	-----

LETTERS OF LICENSE.

Letter of licence to debtors by their creditors	iii	360, 369
---	-----	----------

INDEX

vol. page

LETTER OF ATTORNEY.

LEASE.

For Precedents of Letters of Attorney, see Table of Contents to Vol. II.

LEASE.

For Precedents of Leases see Table of Contents to Vol. IV. and for Assignments of Leases, Vol. II.

Trust to renew lease	iii	327
Assignments of leases to a purchaser	ii	239, 254
----- of leasing by indorsement	ib	261
Agreement that in case mortgagors neglect to renew leases for lives, mortgagees may, and that sums expended in such renewal shall be a charge on premises	v	367
Power to lease premises	i 355, v 340, vi	107
----- during the minority of children	vi	368
----- for lives	i 355, vi	285, 369
Proviso for making void lease on using particular trades; for non-payment of rent; for assigning within seven last years of term, and neglecting to insure	iv	264
Covenant by lessee to put demised premises in repair within a stipulated time	iv	190, 237
----- for payment of rent and taxes	ib. 191, 236, 246, 259, 289	
----- lessee to repair and keep premises in repair	ib. 192, 209, 211, 247	
----- lessor to keep premises wind and water-tight	li	240
----- that lessor shall be at liberty to enter and view state of repairs	ib. 193, 212	
----- that lessee will yield up premises at the end of term	ib. 195, 260	

INDEX

	vol.	page
LEASE. Covenant that lessor may enter to make inventory of fixtures	ib.	215, 196
Covenant by lessee not to impair principal timbers in repairing	ib.	197, 213
Lessee not to suffer offensive trades to be carried on	ib.	197, 215, 238
Nor sales by auction on the premises	ib.	198
Lessor to have power to enter to repair adjoining messuages.	ib.	198, 217, 238
To enter if rent in arrear	ib.	239
Covenant that if disputes arise between neighbouring tenants, same to be determined by landlord, &c.	iv.	199, 213, 217
Disputes between lessor and lessee to be referred to arbitration	ii	315
Lessor to have liberty to affix notice to let and show the premises	ib.	199, 218
Covenant by lessee to keep premises insured in the name of the lessor	ib.	200, 218, 262, 308, 387
Insurance money to be applied in rebuilding premises	ib.	200, 219, 263, 388
If lessee neglect to insure, he to rebuild if burnt	ib.	201, 219
If money paid by insurance office insufficient to rebuild, lessee to make up deficiency	ib.	201, 220, 264
Rent to continue payable though premises consumed by fire	ib.	202, 309
Exception if premises consumed by fire	iv	236, 282, 288
Power of entry on non-payment of rent, &c.	ib.	202, 221, 239, 253, 264, 285, 427
Covenant for quiet enjoyment on payment of rent, &c.	ib.	203, 221, 240, 252
Entry on non-production of lives	iv	379
Exception of drains communicating with other demised premises	iv	209
Covenant to contribute to repair drains, &c.	ib.	210, 260

INDEX.

	vol.	page	
Covenant to paint premises during the term	ib.	211	LEASE,
And empty privy, &c.	ib.	211, 284	
Lessee to deliver up premises at end of term	iv	213, 237	
Lessor shall have liberty of water-course	iv	216	
Repairs to be done in the most workman-like manner	ib.	220	
Covenant in <i>under lease</i> that lessee will observe covenants, &c. in original lease.	iv	222	
And save harmless under lessee	ib.	223, 266	
Proviso that if under lessee be distrained upon for rent, he may distrain upon his lessor	ib.	223	
Covenant for quiet enjoyment free from covenants in original lease	iv	286	
———— for production of original lease	ib.	265	
———— <i>not to assign</i> premises without consent	ib.	248, 262	
———— if assignment made, certain provisos to be inserted therein	ib.	249	
———— in <i>building lease</i> to finish buildings within a certain time	iv	259	
———— to take down old buildings and use materials in the new ones	ib.	274	
———— to build in a substantial manner, and produce workmen's bills	ib.	275	
Reversal and exception of trees in lease	ib.	281, 289, 317	
Covenant to renew lease at expiration of term	ib.	287	
Proviso for determining lease at end of first 7 or 14 years	ib.	287, 412	
Covenant that lessee not to be obliged to rebuild if premises consumed by fire	iv	288	
———— to build party walls	ib.	306	
———— not to throw out bow-window	ib.	308	
———— to surrender present lease for the purpose of renewals	iv	311, 312	
Exception of quarries	ib.	317	
Usual and special covenants in lease of farm, relative to husbandry, &c.	iv	320, &c. 413, &c.	

INDEX.

	vol.	page
LEASE, Covenant that lessee may make alterations	iv	372, 385
Redendum of a heriot in a lease	ib.	377
Covenant in lease to build a dwelling house	ib.	427
——— in lease of <i>mines</i>	iv	433, &c. 443, &c.
——— in lease of prebend for payment of tenths, first fruits, &c.	iv	451

LEAD MINES,

Lease of	iv	441
----------	----	-----

LEGACY:

Gift of a legacy of £——	
See WILL.	

LEGATEES.

Bargain and sale for the benefit of	iii	77
-------------------------------------	-----	----

LICENSE.

Agreement for and grant of a licence from a pa- tentee to sell patent articles	i	405
---	---	-----

LIVERY AND SEISIN.

Form of	iv	6, 16
---------	----	-------

MANUSCRIPTS.

Gift of common law MSS.	vi	244
-------------------------	----	-----

MAINTENANCE.

Direction to pay maintenance to guardians	vi	354
Trust for maintenance and education of children of marriage	i	351

INDEX.

vol. page

MARRIAGE SETTLEMENTS.

MORTGAGE.

*For Precedents of Deeds of Marriage Agreements,
see Table of Contents to Vol. I. and for
Marriage Settlements, ib. Vol. VI.*

MONEY.

Direction as to application of money until children attain 25	vi	364
Direction to pay monies to persons in the same manner as if they had signed counter deed	iii	440
Proviso not to be answerable for misapplication of trust monies	v	343
Agreement between parties not to advance money without consent, nor draw out any more than he has standing in his private account	i	108

MORTGAGE.

*For Precedents of Deeds of Assignment by way of Mortgage see Table of Contents to Vol. II.
—Of Bargain and Sale by way of Mortgage, Vol. III.—Of Release by way of Mortgage, Vol. V.*

Appointments, &c. in trust for mortgagee	ii	90
———— in trust to sell mortgage	ib.	96
———— to discharge mortgages	ib.	135
Assignments of mortgages	ii	263, &c.
Proviso that concurrence of mortgagees, in conveyance of mortgaged premises shall not prejudice their securities	i	232
Power for husband to mortgage settled premises	i	358
Appointment of further charge by feme covert for repayment of money borrowed	ii	94

INDEX.

	vol.	page
MORTGAGE. Proviso for payment of mortgage money by instalments	ii	292
Trust to permit mortgager to enjoy till default in payment of mortgage-money, and then to convey	ii	298
Trust to sell in default of payment of mortgage money	ii 299, iii 407, v 287	
Proviso for reducing rate of instalment on punctual payment	ii 315, v. 387	
Proviso for redemption of mortgaged premises by retransfer of stock	ii 366, iv 437	
— for redemption on payment of mortgage money by several persons according to their respective interests	ii 411	
Mortgage of household goods, &c.	iii 109	
Deed of confirmation by way of mortgage and further security	iii 179	
Covenant that if any arrear of interest due from mortgagee (tenant for life) at the time of his death, his heir shall pay it and indemnify reversioner	iii 330	
Demise of premises to trustees for a term by way of mortgage, with conveyance of the fee in trust to sell in default of payment of the mortgage money	iii 395	
Power to mortgagee to pay rent-charge if in arrear	iv 51	
Proviso that if reversioner pays off mortgage term shall cease		
And see Proviso.		

PARTITION.

Agreement for between tenants in common	i 389
— by deed of lease and release	iv 566, 574, 615
Covenant to levy a fine in order to a partition in pursuance of a decree in chancery, with declaration of uses	iii 262

INDEX.

vol. page

PENALTY:

POWERS.

Penalty in nature of liquidated damages i 422 iv 254

PIN-MONEY.

Covenant to secure pin-money to intended wife i 290
Trusts of term declared to be for raising - i 300

PORTIONS.

Covenant to vest lands in trustees for raising portions - i 308

To be paid as father shall appoint—in default of appointment to sons at 21 years, and daughters at that age, or marriage, unless father then living, in which case payment to be postponed till his death, with interest in the mean time - i 305

Trust of sum to be raised to be in augmentation of children's portions, varying according to their number - i 308, 310

Proviso that portions shall not be paid to children refusing to execute certain assignments i 316, 318, 321

Portions not to be raised till payable - i 352

Declaration that sums paid in advancement shall be considered as part of portions - i 354

Power to charge premises with additional portions i 354

Release of portions to discharge premises therefrom - ii 150

Portions of children to be abridged if they take to religion - vi 94, 249

See POWERS, PROVISOS.

POWERS.

For Precedents of Powers of Attorney, see Table of Contents to Vol. II.

INDEX.

	vol.	page
POWERS. Power to <i>sell or mortgage</i> without the owner joining	i	359
Power to <i>sue out execution</i> upon bond and warrant of attorney for payment	ii 317, iii	412
<i>Leasing powers</i> for years to persons in possession	i 355, vi	107, 285
Ditto for lives	i 355, vi	285
To lease mines	vi	318
Power to appoint new committees on death of the present	i	229
—— to prolong payment of debts to a limited time	i	230
—— for husband to mortgage the settled premises	i	358
—— of sale and exchange by trustees	ib.	359
—— to the son of <i>appointing jointure</i> to any wife	vi 46, 104, 290, 294	
—— to the son of <i>appointing portion</i> for younger children, with the proportion of the sums to be raised, and to be paid as he shall direct, and the mode of payment	vi 105, 291	
Power to retain same power of jointuring as under a former settlement	vi	285
—— for remainder-men as they come into possession to <i>make jointures</i>	vi 46, 104, 294	
When two jointures meet the latter not to be so large	ib.	295
Power to remainder-men as they come into possession to <i>appoint portions</i> for younger children	vi 98, 105, 298	
Power to trustees of <i>selling or exchanging</i> , &c. with power of revoking, &c.	v 341, vi 109, 296	
—— of <i>investing money</i> in stocks till purchase can be made	v 346, vi	303
—— to jointure after-taken wife	vi	100
—— for tenants for life to <i>appoint new trustees</i> to hold upon same trusts	vi	30

INDEX.

	vol.	page
Power to charge premises with a sum of money	ib.	102
— of <i>revoking old uses</i> in order that estates may be vested in new trustees, to have same powers as old	vi	305
— of <i>exchanging other trustees</i>	ib.	306
— to retain expenses	ib.	312
— to transfer stock		
— of appointing new trustees	ib.	110
— to sell stock in trade assigned as a security for money	ii	448
— to sell trust estates, for paying off incumbrances	i	285
— for wife to <i>raise money upon annuity</i> , with distress, &c.	iv	163
— to <i>receive</i> of trustees or of the accountant general money invested in the funds to be applied in payment of annuity	iv	113
Power to take possession of ships	ii	439
— to enter and take an inventory of fixtures	iv	196
— of attorney to <i>receive dividends</i> of money in the funds, and to give discharges and directions to trustees and governor and company of Bank to pay same	iv	113
— for trustees with assent of persons interested to <i>lease</i> for the purpose of building, &c.	vi	30
— to <i>borrow</i> sum not exceeding so much on lands, and to limit term for securing same	vi	37, 40
— to <i>grant annuities</i>	ib.	42
— for trustees with consent to <i>raise portions</i> for benefit of younger children, with benefit of survivorship	vi	94
— for trustees to <i>raise yearly sums</i> for children's maintenance not exceeding the annual interest of their portions	vi	48
— for to <i>make a demise</i> for raising portions	vi	49, 293

INDEX

	vol.	page
PRESENTATION.		
for wife to recover her jointure out of settled premises	i	349
to charge premises with additional portions	i	354
for trustees to invest monies in their hands upon government securities	i	315
by sale or mortgage to pay annuity	iv	82
to cut down timber	ib. 63, xi	376
Direction that proper powers shall be inserted in settlement	i. 304, vi	48
Power to jointure any future wife	i.	353
of attorney to authorize a grantee of patent articles to bring actions for infringement	i.	409
for trustees to change securities, &c.	ii	129
to collect debts and effects for creditors	i	165
for attorneys to appoint others	ii 203, 211	
Special power of attorney to receive residuary share of personal estates	ii	483
Power for trustees to change securities	iii	353
to appoint new trustees on death of old ones	ib.	354
for trustees to reimburse their expenses	ib.	355
Power of attorney to deliver possession on scoffment	iv 10, 12, 453	
to compel resignation of an incumbent	iv	96
to mortgage to pay rent-charge if in arrears	iv 51, 82	
Release of power to appoint	ib.	60
Power to enter and distrain, &c. for annuity	ib.	79
to sequester living	ib.	102
in a will to raise portions	vi	336

PRESENTATION.

Trust to present to a living	iv	20
Proviso to give bond to resign a living	ib.	29
that if church become void by promotion		

INDEX.

	vol.	page
the grantee shall have the next presentation	ib.	31
Grant of, to a rector	iv	28

PREBEND.

Conveyance of a lease of, for lives of trustees, settlement	vi	308
Lease of, for three lives	iv	448

POLICY.

Assignment of policy of insurance	ii 372, 455, iv 353
Covenant to pay premium on	ii 373
See INSURANCE.	

PROVISOS.

Proviso for abridging portions of children taking to religion	vi 94
— for redemption of mortgage	iii 402, vi 357
— for trustees to <i>reimburse</i> themselves ex- penses, and not be answerable for each other, &c.	vi 59, 112
— to apply money arising from sale, in dis- charge of mortgage, and lay out residue in purchase of lands	v 345
— for trustees <i>receipts to be discharge</i> to pur- chaser, and purchaser not to see to applica- tion of purchase money	vi 110, 163, iii 408
— for abatement of interest on punctual pay- ment	v 316, 337
— that premises shall not be redeemed for a given time	v 337
— for making void term on payment of a sum of money, after the death of another, with interest	iv 45
— when all arrears of <i>annuity</i> paid and mort-	

INDEX.

	vol.	page
PROVISOS		
<i>gage money paid off, to reconvey premises in fee, subject to other mortgages and annuities, and without prejudice to sale</i>	iv	55
Proviso for change of trustees by husband and intended wife in case of any dying, &c.	vi	110
— for power to <i>redeem annuity</i>	iv	86
— for <i>ceasing term</i> when trusts performed	i	354, vi 98
— for father to retain same <i>powers of jointuring</i> as under former settlement	vi	285
— to apply money arising by sale in discharge of mortgage, and lay out residue in purchase of land	v	344
— that if money not paid before such a time it may be lawful <i>to enter</i>	iv	80
Proviso for <i>raising portions</i> in life time of the father, if he shall assent, but subject to annuity	vi	94
Proviso that <i>money advanced</i> in the life time of the father, shall be accounted part of the <i>portion</i> of younger children unless otherwise declared	vi	97
— that money shall not be raised till portions become payable	ib.	96
For daughters to be entitled to only <i>one portion</i> with benefit of survivorship	ib.	97
Proviso for ceasing the use of an estate if intended wife die without issue under 21	ib.	ib.
— for trustees <i>selling</i> and exchanging <i>funds</i>	ib.	98, 109
— for <i>increasing</i> younger children's <i>portions</i> , they marrying with consent	ib.	106
— for trustees in a marriage settlement, <i>to sell</i> notwithstanding death of tenant for life	ib.	108
— for persons in possession of freehold, &c. to make <i>leases</i> of veins, mines, quarries, minerals, &c.	ib.	107, 318

INDEX.

	vol.	page	Provisions
Proviso that <i>annuity</i> shall be <i>subject</i> to <i>debts</i> of			
wife - - - - -	iv	172	
— for wife not to have whole of annuity till husband be let into possession of a certain annual income, and then to have an annuity proportionat to his income -	iv	175	
— for <i>apportioning annuity</i> to any reduction that may be made in income of the husband - - - - -	iv	176	
— for <i>daughters portions</i> not to exceed such a sum - - - - -	ii	308, 346, vi	188
— for persons entitled in possession to receive <i>overplus of rents</i> after payment of portion	vi	97	
— that <i>trustees</i> may, with approbation of husband and wife, <i>receive interest</i> , and place out same - - - - -	ii	315	
— that nothing shall extend to <i>abridge power of sale or exchange</i> - - - - -	vi	164	
— with consent of wife to <i>change securities</i> -	vi	163, 192, 239, 264	
— until sale of lands, the <i>rents</i> to be paid to persons entitled to <i>dividends</i> -	ib.	166, 197, 231	
— in case it shall be necessary to make <i>partition</i> , and a certain person will join with parties-interested therein, and to do all acts necessary thereto - - - - -	vi	193	
— in case one shall die in life time of another, trustees shall sell certain part of securities to pay a sum to the survivor -	vi	262	
— in case <i>stock</i> be <i>redeemed</i> by authority of parliament, trustees again to lay out same	iv	110, vi	197
— not to <i>act as receiver</i> till default in payment - - - - -	ii	186	
— in case person shall refuse to <i>act as receiver</i> , to appoint another, &c. -	ii	187	

INDEX.

	vol.	page
PROVISO Proviso in case of daughter's death before their shares vested, to pay same to their children with benefit of survivorship	vi	312
— for re-entry in case of eviction of estate given in exchange	v	606
— to appoint annual sum for wife as augmen- tation of jointure	vi	37
— authorising tenant for life to raise sum by mortgage	vi	49
— in case of death of wife before husband, for husband to have power to appoint jointure for second wife	vi	39
— in case of appointment by father, in pur- suance of power by will, of any jointure, then lands released to be discharged from rent-charge appointed by son	vi	45
— for receiver of rents not to be answerable for loss	ii	182
— for tenants for life to charge lands with sums for younger children, subject to cer- tain restrictions	vi	48
— that if son die without issue male, rents to accumulate and remain till father's death without issue, and then to be paid to per- sons entitled to inheritance	vi	55
— for trustees to make further assurance of lands	v	444
— that deed of sale for payment of debts shall not extend to certain debts, and shall prevent creditors from suing other per- sons	ib.	445
— in deed of separation that if wife contract debts, and husband be sued for same, trus- tees shall pay same out of annuity limited to her	j	386
— in mortgage, that if receiver shall become		

INDEX.

	vol.	page	PROVISOS
incapable, misbehave, &c. trustees may vacate his term and appoint another	ii	187	
Proviso for receiver not to act till default in payment of principal and interest	ii	183	
— when principal and interest, &c. paid, demise to receiver to cease	ib.	ib.	
— that if receiver or trustees take possession of land by virtue of deed of trust, <i>not to be considered as mortgagees</i> in possession	ii	182	
— for persons entitled under uses, and marrying, to take name, and in default their estates to be void, and the interests to shift to the persons intitled, under further limitations	vi	84	
— for trustees to pay the rents of premises of persons refusing to take name, &c. to persons next in remainder, &c.	ib.	85, 87	
Proviso that if an estate of a certain value come to any persons entitled under limitations, such limitations to cease and go to remainder-men	ib.	ib.	
— for appointing sum by way of jointure, provided there be not more than two jointures at once	ib.	88	
— for granting annual sum to husband	ib.	ib.	
— for persons entitled under limitations, and to provide portions for younger children	ib.	90	
— for lands settled or lands to be purchased to be charged with only one sum	ib.	92	
— for permitting sums to lay upon their present securities, or be changed at pleasure of trustees	ib.	93	
— for revocation of uses before declared	ib.	ib.	
— for exchanging trustees, and for vesting premises in new ones, and for them to act in same manner as old	vi	110	

INDEX.

vol. page

PROVISOS. Provifo if <i>husband pay wife annuity</i> , then rent to go to his life - - -	iii	465
And to prevent the incurring a large arrear the premises <i>not be charged</i> with more than <i>half a year's arrears</i> .	iii	466
— for trustees not to sell any part of manors, &c. till some one's portions become payable	ib.	96
— for trustees, with consent, to raise any part of sons portions for placing out such sons to businesses, &c. -	vi	250, 263.
— that money advanced shall go in part of portion, or in satisfaction thereof, unless the contrary declared -	ib.	97
— for the cessation of term on trusts being performed - - -	vi	238
— to charge premises with a sum of money and for creating a term for securing same	vi	218
— for person to charge premises with a jointure for an after-taken wife -	vi	102
Like provifo for charging premises with a sum for younger children of after-taken wife	ib.	ib.
Provifo for person to grant to present or future wife an annual sum by way of jointure	ib.	100
— for re-investing the money received by sale in the purchase of other lands -	vi	165
— for trustees not to be answerable for deficiency of title, &c. - - -	vi	112, 167
— that assignment shall not extend to any future fortune the wife shall acquire	vi	173
Good provifo in case of death of one of tenants in common, his share in lands to remain in other three, with like provision in respect to the other three, with limitations to carry over as well the accruing as the original shares - - -	v	146

INDEX.

	vol.	page
Proviso in a will as to marrying of daughters	vi	350 PURCHASE.
~~that~~ that lessor on determination of estate of tenant for life shall not operate to destroy the contingent remainders to his or her sons	vi	363.
~~in a will that~~ children shall not become entitled until they attain 25 years of age	vi	364
Proviso for substitution of new estate in lieu of original estate	v	617
~~as to~~ appointing provisional incumbent	iv	21
Trustees not to be accounted as mortgagees	ii	182
Proviso that creditors shall not be debarred from suing at law or in equity	ib.	ib.
~~that~~ receiver not to be answerable for any banker	ib.	ib.

PLANTATIONS.

Bargain and sale of, to purchasers	iii	53
------------------------------------	-----	----

PRECIPE.

See RECOVERY.

PURCHASE.

Agreements for purchase of estates	i	43, &c.
See <i>Table of Contents to Vol. II.</i>		
Appointments to purchasers, see <i>Appointments,</i> <i>Vol. II.</i>		
Trustees of stock purchased to indemnify purchaser against legacies	iii	338
Agreement and covenant to sell and convey to a purchaser	i	45, 54, 57, 68, 69
~~to sell at so many years purchase~~	i	68
Agreement for payment of purchase money	i	46, 55, 59, 60

INDEX.

	vol.	page
PURCHASE Agreement that part of purchase money shall be retained till good title made	i	72, 76
—— that purchase money shall be paid into bank till good title made	i	48
—— that if good title not made, the premises shall be as a security for deposit money	i	60
—— that deposit money shall be forfeited, and vendor refile if remainder of purchase money not paid	i	49
—— that relation of vendor shall continue to live on the premises at a certain rent	i	51
—— that sale shall be carried into execution by decree in chancery	i	47, 67
—— that purchaser shall receive the rents from last quarter	i	58
—— that title shall be deduced at the expense of vendor, and taken at expense of vendee	i	67
—— that timber shall be taken at a valuation to be made in the autumn	i	68, 70
—— that purchaser may retain part of purchase money to pay off incumbrances	i	69
Shall retain to his own use part of purchase money if good title not made	i	72, 76, 86
Agreement to indemnify purchaser from a rent-charge	i	91
Proviso, in a will, to lay out residue of money in purchase of lands, to be settled to uses	vi	243
Covenant to lay out purchase money in the purchase of lands, &c.	iii	249
—— make known how purchase money laid out, and indemnify purchaser from misapplication of purchase money	ib,	250
—— not to be answerable for non-application of purchase money	v	343

INDEX.

vol. page

RATIFICATION.

By mortgagor of transfer from old to new mort-
gagees - - - - - ii 282

RECITALS.

RECEIPTS.

Of trustees to be a good discharge - - - - - vi 299

RECEIVER.

Appointment of for creditors - - - - - ii 177
----- for payment of annuity - - - - - ii 189, 463

RECITALS.

Recital of a *bishop's lease* - - - - - ii 392, v 371
----- of orders of chancery directing sale of an
estate - - - - - i 63
Recital of decree in chancery, and master's report - ii 267, 271
----- of *bargain and sale* - - - - - iii 39, v 165, 175
----- of recovery enrolled in Ireland - - - - - ii 276
----- of *lease of a prebend* for lives - - - - - vi 308
----- of surrender of copyhold lands - - - - - v 535
----- of release intended to be prepared - - - - - vi 122
----- of recoveries suffered in Wales - - - - - vi 118
----- of approval of master of being a proper
settlement - - - - - i 335
----- of articles of agreement previous to par-
tition - - - - - v 581
----- of an award - - - - - v 61, 318, 585
----- of survey and award previous to partition - v 583
----- of freehold and leasehold premises being
conveyed to be sold by auction, and of be-
ing put up, and persons bidding for the
same - - - - - ii 257, v 82
----- of bargain and sale, and lease and release,
&c. by assignees of bankrupt - - - - - v 167
----- of commission of bankrupt being issued and
of bargain and sale to assignees - - - - - iii 93, v 175
----- of a bond and warrant of attorney - iii 32, iv 130, v 299

INDEX

	vol.	page
Recital of allotment by commissioners	v	318
—— of act of parliament	v	318
—— of presentation of provisional incumbent	iv	24
—— of deed-roll	iii 30, v	488
—— of a bill in equity	iv	110
—— of administration granted	iii	486
—— of an inventory of stock in trade having been taken	i	168
—— of covenant to levy a fine	v	492
—— of covenant to surrender copyholds	v	494
—— of fine levied	iv	495

RECTORY.

Assignment of	iii	325
Mortgage of by lease and release	iv	379
Trust to present to	ib. 20, vi	381
Proviso to resign	ib.	23

See GRANT.

REDEMPTION.

Proviso for redemption of mortgaged premises on re-payment of mortgage-money by instal- ments	ii	292
—— for redemption by re-transfer or re-invest- ment of stock sold out	ii 364,	437
—— for redemption on payment by several per- sons according to their respective interest	ii	411
—— on repayment of mortgage-money to stand possessed of premises upon trusts in a cer- tain deed mentioned	iii	182
Agreement that premises shall not be redeemed within 6 years	v	337

RECOVERY.

Observations on, and form of	iii	227
Marriage settlements by recovery and deed to lead uses	iii 304, vi	268

INDEX

	vol.	page	
Release to make tenant to precipe	iii	315	RENTS.
Bargain and sale for like purpose	ib.	66	
Covenant and surrender of copyholds for sufficient recovery	ib.	251	
Uses of recovery of copyholds by way of mortgage	iii	293	
The like of freeholds and leaseholds by way of settlement	ib.	304	
Agreement that recovery shall be amended	i	403	

RELEASES.

For Precedents of Deeds of Release, see Table of Contents to Vol V.

Release of covenants to surrender copyholds	v	512
—— of several sums of money due from a person	v	536
—— of debts in assignment to creditors	ii	470
Release of power to appoint	iv	60
—— of dower	ii	36
—— of claim to copyholds	v	125
Mutual release of all actions, &c.	v	595
Release of covenants contained in marriage articles	ii	133
—— of portions for the purpose of exonerating premises charged therewith	ib.	150

RENT.

Grant of a rent-charge in fee	iv	32
The like to secure an annuity	ib.	143
Trust to pay rents	v 327, vi	332
—— to receive rents	v	323
—— to permit persons to receive rents, &c.	vi	335
Devise of fee farm rents	vi	342
Direction to trustees to receive rents till children attain the age of 25 years	vi	389
Covenant to pay rent and taxes	iv	259
Direction to tenants to pay rent to receiver	ii	179

INDEX.

vol. page

RENTER'S SHARE.

Assignment of renter's share in a playhouse in part for feme covert	ii	489
--	----	-----

RESIGNATION.

Proviso to resign a living	iv	20
Bond of resignation	iii	174
Assignment of bond of	iv	25

RESIDUE.

Gift to trustees of the residue of personal estate	vi	388
Direction to trustees to lay out residue-money in the purchase of lands	ib.	389
Residuary bequest upon trust out of interest to raise a sum of money for answering portions	ib.	ib.

REVERSION.

Trust to pay money to persons entitled to reversion		
Conveyance (by appointment) of reversionary interest of wife in settled premises after the decease of her husband and failure of issue	ii	53

REVOCATION.

See APPOINTMENT, <i>Volume II.</i>		
Revocation of power of attorney	ii	218
Of uses of a settlement	v	207

SALE.

Powers of sale and exchange in marriage settle- ment	i	359
---	---	-----

SEPARATION.

Articles and covenants of between a man and his wife	i	380. iii 293
---	---	--------------

SEQUESTRATION.

Power of in grant of annuity	iv	102
------------------------------	----	-----

INDEX.

vol. page

SETTLEMENTS.

Stock;

For Precedents of Marriage Settlements, see Table of Contents to Vol. VI, and "Declarations of Trust," Vol. III.

SHIP.

Agreement by creditors to postpone the sale of a ship till it returns from a voyage	i	249
Assignment of by way of mortgage	ii	432

SUR-NAME.

Proviso for using in a will	vi	361
-----------------------------	----	-----

SOCIETY.

Institution of for promotion of agriculture.	i	171
--	---	-----

STAMPS.

Bond from distributor of, and his surety to his majesty	iii	125
---	-----	-----

STATUTE-STAPLE.

Assignment of to mortgagees to protect from incumbrances	ii	312
--	----	-----

STEWARD.

Appointment of steward of a manor	ii	193
-----------------------------------	----	-----

STOCK.

Appointment and assignment of money in the funds by way of settlement	ii	118
Limitation of trusts of by way of settlement for wife and children	-	-
Assignment of by way of mortgage	ii	419

INDEX.

vol. page

TERMS.

SUIT.

Agreement to put an end to suit in chancery	ii	159
Agreement to pay equal proportion of costs of suit	ib.	163
_____ to file bill, appear, &c.	ib.	164

SURPLUS.

Direction for surplus to accumulate	vi	388
Trust to pay surplus to husband during joint lives to W. E. after husband's death, after deducting and retaining expenses and poundage	ii	464

SURRENDERS.

Surrender of term that the residue thereof may merge in the inheritance	iii	475, v 166
Recital of surrender of copyholds	v	535

SURVIVORS.

Limitation of benefit of survivorship between children	i	350
---	---	-----

TERMS.

Declaration that out-standing terms shall be in trust for purchaser	ii	44
Declaration that term shall cease when trusts per- formed	iv	44

INDEX.

	vol.	page
Assignment to cease on payment of a sum of money	ib.	45
Assignment of terms for lives and years—and of mortgage terms	iv	546
Surrender of a term in deed of release	ib.	92
Proviso for ceasing term if remainder-man pay money borrowed, &c.	iii	324
Declaration that out-standing terms shall be in trust for purchaser	iv	394
Covenant by vendor to procure assignment of term to purchaser	iv	150
Exception of term in conveyance with agreement to assign same, to attend, &c.	iv	383
Proviso for ceasing on trusts being performed	i 354, iv	24
Terms shall be in trust for mortgage, and then to attend, &c.	v 297, 394	
Assignment of, to attend the inheritance	ii	471
The like in deed of release	iv	180
Assignment of term to merge	v	510

TITLE.

Covenants for, in assignment of stock or money in the funds	ii	430
Covenants for the title, by husband in marriage settlement	i	364

TITLE DEEDS.

See DEEDS.

Warranty of title, for want of	iv	267
--------------------------------	----	-----

INDEX.

vol. page

TRUSTS.

TIMBER.

Agreement to purchase, at a valuation	i	68, 70.
Authority to fell timber to pay annuity	iv	63
Agreements relative to, in purchases	i	68
Reservation of trees in a lease	iv	280
Proviso in settlement relative to felling, &c. o timber	vi	24 to 27.

TITHES.

Deafe of	iv	383
Devise of upon trust	vi	335

TRANSFER.

Of mortgages, see *Table of Contents to Vols. II. and V.*

TRADE.

See BONDS.

Agreements relative to	i	93
------------------------	---	----

TRUSTS.

Trusts of term for <i>raising portions</i> for younger children, &c. with provision for main- tenance, &c.	i	346
— for securing wife's jointure	i	343
— in a deed with respect to a sale of a given part of an estate to <i>discharge incumbrances</i> , payment of an annuity, and lay out fur- plus money	iii	389.
— of premises to get into possession there- of, &c.	ib.	379

INDEX.

	vol.	page	
Trust to complete agreement for sale of land	iii	381	Trusts
— to make sale of so much of estate as would discharge incumbrances	vi	382	
— to retain out of residue of rents and profits of premises remaining unsold, a sum of money and other charges, of surrendering and assuring copyholds, and getting into possession of freehold	iii	383	
— to pay interest of mortgage	v	388	
— to stand seised for another after payment of charges, &c.	iii	384	
— for recoverer to stand seised of premises for corroboration of former uses	vi	276	
— to such uses as father and son shall jointly appoint	ib.	277	
— for the father for life, with power of jointuring, as he had before the execution of deed, with remainder to son, and then to trustees for term of years, and remainder in strict settlement, and to son in fee	vi	285	
— of term of years to raise a sum of money after death of father, to such uses as son shall appoint	vi	291	
— of the disposition of money paid to trustees on partition, as an equivalent	ib.	302	
— for residue of rents unapplied in the trusts of a term, to be paid to person intitled in fee	ib.	ib.	
— for monies arising by sale to be invested in lands to be settled to same uses, and trustees receipts to be a sufficient discharge	vi	302	
— of a lease to be conveyed to trustees to keep up the proper number of lives	ib.	310	
In trust for persons intitled to before settled estates, and subject to same powers	ib.	ib.	

INDEX.

	vol.	page
TRUSTS. Trust for sons and daughters and their children, keeping the portions contingent till children attain 21	vi	313
—— to stand seised of premises to permit mortgagor to receive the rents, &c. till default in payment of mortgage money, and on payment then to convey same to mortgagor	v	287
—— in case <i>mortgage money not paid</i> within 60 days to <i>sell premises</i> , subject to estate for life therein and jointure, and out of the money arising from sale, after payment of costs, &c. in trust to pay off former mortgage money, and pay the residue to owner, and convey and assure such parts as were not sold to owner	v	289
—— out of growing payments of annuity to <i>indemnify husband from wife's debt</i>	iv	166
—— for wife for life, with her receipt to be a discharge	vi	258
—— of monies for children with benefit of survivorship	ib.	260
—— for preferment, maintenance, &c.	ib.	263
—— to pay rents to discharge interest of mortgage	v	517
—— in strict settlement	vi	18
—— in case annuity not paid to raise same by sale or mortgage	ib.	131, 143
—— of term for raising portions for daughters and younger children	ib.	145
—— to such persons as wife shall by will appoint notwithstanding coverture	vi	34
—— to lay out money in lands to be conveyed to trustees for term of years, upon trust to		

INDEX.

	vol.	page	
to pay yearly sum to wife for her separate use	vi	208, 229	Trusts.
Trust till purchase made for same persons to receive the dividends of stock as would be intitled to rents of premises if purchased	ib.	166, 197, 231	
to stand possessed of money in the funds, upon trust to transfer same between such children as husband and wife shall appoint	ib.	ib.	
Upon trust to divide funds amongst all the children, with benefit of survivorship at the age of 21	vi	246	
Trusts to pay costs of executing trusts, then to pay annuity, then principal and interest money, then simple contract debts, and pay residue over	iii	389, 390	
that part of stock standing in the name of the accountant general shall be sold and paid to one for his own use, the remainder to the uses of an intended marriage	ib.	ib.	
out of freehold and copyhold lands to raise a sum by mortgage	v	428	
And out of monies borrowed after payment of all expenses, &c. to redeem annuities and discharge debts and pay a sum to wife for separate use, and the remainder to husband	v	439	
of residue of leasehold and copyhold lands not directed to be mortgaged to pay annuities, and a yearly sum to a person till she attain 21	ib.	ib.	
to raise a further sum for fortune of daughters	ib.	ib.	
for trustee to pay himself a sum of money out of stock and money arising from sale of lands	ib.	ib.	

INDEX.

	vol.	page
Trusts. Trusts to lay out residue of stock and money arising from sale of estates in the purchase of stock	vi	166, 197, 303
—— to stand possessed of monies to permit husband to receive dividends, &c. during joint lives of himself and wife, and after to assign same to such persons, &c. as wife shall appoint	ib.	ib.
—— for husband and wife to have actual controul over stock in funds for life	ib.	258
—— of stock in case husband shall survive wife, for son or daughter, or their child or children as the said father shall appoint	ib.	246
—— to pay a sum to trustees to lay out part thereof in stocks	ib.	257
—— to pay interest of stock in the funds to son, and after his decease to pay same to his widow, and empower her to receive interest of part thereof	ib.	312, 314
—— to pay a certain sum amongst children with benefit of survivorship at their age of 21	ib.	ib.
—— in case widow should marry to pay her a sum of money bequeathed to her amongst children, with benefit of survivorship	ib.	ib.
—— in case of deaths of daughters without children before 21, to pay interest of stock to son for maintenance, &c.	ib.	ib.
—— after decease of son to divide stock in funds, &c. among his children with benefit of survivorship, as therein before mentioned, and in case all of them shall die before 21, without children, then in trust to pay same over	ib.	ib.
—— that in case any great tithes should be demanded, or any greater <i>modus</i> than such a		

INDEX;

vol. page

Trusts.

sum, then monies invested in the funds should be in trust to raise such a sum as should be equal in value to fee-simple of such tithes at 25 years purchase, to purchaser as a compensation, &c.

iii 349

Trust out of stock to pay and indemnify purchaser from suits, &c. respecting any demands for tithes, and all costs, &c.

iii 350

— of term of years, in the first place to pay towards salaries and other expenses, and interest of a sum which a person is empowered to raise, &c.

vi 23

— to sell timber, and to prevent timber, except, &c. being cut down, and to protect coppices from waste

ib. 24

— during term to make survey of woods, and allot due proportion for each year's cutting, and to sell and dispose of the same, and permit money arising from such sale to be paid to persons entitled to rents

ib. 26

— out of residue of rents to pay a yearly sum for the separate use of wife as husband should direct

ib. 28

— to pay yearly sum for benefit of father in support of his dignity

ib. 29

— as to the use and estate before limited to enable trustees to perform trusts of term to enable son, and all subsequent remaindermen, to receive rents of premises during life of father, and subject thereto to preserve the contingent remainders

ib. 10, 39

— to account with persons for residue of annual rents, and pay same to — the son so long as he should live of term, then to guardians of such of his sons as should not be entitled to inheritance if under 21,

INDEX.

	vol.	page
TRUSTS.		
and as soon as there should be such sons to pay such residue to such of the said sons as would be entitled to inheritance, at which time term to cease, and failing such sons to pay same to persons entitled to the inheritance	vi	35
Trusts as to annual sum directed to be paid to persons for joint lives to pay same to such persons as wife of father should appoint, and in default thereof to her for her own separate use	ib.	53
as to the ultimate reversion limited in trustees upon trust after the decease of persons to whom the same are specifically limited, to limit the same so as they may go to the persons who shall be entitled to the title of the settler	ib.	56
of money invested in the funds to be deducted and retained out of purchase-money for younger children claiming portions not having attained the age of 21, in trust for them till they attain 21. or refuse to execute conveyance, &c.	i	83
of receiver of rents, &c. after payment of all taxes; and deducting costs, charges, &c. to apply same in payment of principal and interest on mortgage, and then to owner and receivers, receipt to be a discharge	iii	364
to invest money in purchase of land, to be settled as to land bought, with part to sons and daughters in tail of husband and wife, and as to that purchased, with other part, to settle same to wife for life, with remainder to first and only son	vi	373
as to lands purchased, with sums to settle same after the determination of other uses		

INDEX.

vol. page

TRUSTS.

to first son of survivor of husband and wife, with remainder to daughters as tenants in common in tail, with proper limitations for preserving contingent remainders, and subject to former conditions of bearing name, &c.

ib. 378

Trusts of term of estates in Ireland for securing pin-money to wife in lieu of a former provision

iii 464

— for trustees to permit husband and wife to receive surplus of rents of premises comprised in term of — years after satisfying costs, &c.

iii 466

Cross-remainders limited between children and grand children

vi 373

Trust to buy goods to keep up stock

i 168

— to pay rent, annuity, &c. and return residue

ib. 169

— by sale, &c. to raise such sums as may be charged upon the premises by appointment of husband and wife

ii 59

— to sell, &c. for payment of debts

ii 101

— of stock by way of settlement on wife and children

ib. 118

— for children of a future wife

ib. 128

— to permit mortgagor to enjoy till default in re-payment of mortgage money and then to convey to him

ii 298

— to sell, &c. in default of payment

ii 299, iii 407

— to sell or mortgage for payment of annuity

ii 445, iii 389, iv 97

Covenant by trustee to apply trust-moneys agreeably to the trusts

ii 464

Trust to sell estates and pay the produce to co-heiresses

iii 82

— of leasehold premises to pay rent thereof; keep down interest due on mortgage; re-

INDEX.

TRUSTS.	vol. page
new lease; pay surplus to persons to whom freeholds limited	iii 326, 328
Trust to apply purchase-money in discharge of incumbrances	iii 326, 363, 382, 387
—— of stock to indemnify purchaser against legacies charged on purchased premises	iii 338
—— of stock to indemnify purchaser against tithes	ib. 344
—— of copartnerhip effects assigned for the benefit of creditors	ib. 356
—— to sell estates and pay debts	iii 363, 379, 385, 387
—— to insure life and keep the same insured	iii 437
—— to raise a sum for wife by way of portion and in lieu of dower	iii 468
—— to present <i>cestui</i> trust, &c. to a living	iv 20
—— to receive a rent-charge	iv 46, 52
—— to enter and distrain, &c.	ib. 47, 53
—— to raise a sum of money and pay over surplus	vi 283

TRUSTEES.

Proviso for trustees indemnity	i 379
Direction to trustees to let premises	vi 353, 368
Bequest of legacy to trustees taking upon themselves the execution of trusts to be paid when a son or daughter becomes intitled to estates	vi 318
Appointment of new trustees in room of trustees resigning	ii 165, 169, 173
Trustees receipts to be a discharge for purchase-money	ii 113
Agreement that trustees for creditors not to be deemed mortgagees	ii 182
Covenant by trustee to apply trust-moneys agreeably to the trusts	ii 464, iii 102

INDEX

	vol.	page
Power for trustees to change securities	iii	353
Trustees to account to each other for monies received	ib.	358
Covenant to indemnify trustees for surrendering a term	ib.	477
Trustees' receipts to be a discharge to purchaser, &c.	iv	50
Trustees to be answerable for their own acts only, and to deduct their expenses	vi	311

USES.

UNDERLEASE.

Covenant in underlease that lessor will perform covenants, &c.	iv	222
And save harmless underlessee	ib.	223
Proviso that if underlessee distrained for rent of original lease, he may distrain upon his lessor	ib.	ib.

USES.

Uses of a recovery to corroborate term, &c.	iii	74
To corroborate former uses	vi	276
Of fine to prevent dower	iv	4
Of recovery in settlement	vi	277
Such uses as father and son shall appoint	ib.	ib.
In default of appointment to secure an annuity	ib.	278
To father for life	ib.	281
To son for life	ib.	282
Use to mortgage for ----- years	iii	402
Revocation of uses by virtue of power	ii	30
Uses in strict settlement	i	338
To use of intended wife for her jointure	ib.	ib.
To the use of first and other sons in tail male, with remainder in fee	i	343
Use of castle, &c. to husband for life, with		

INDEX.

	vol.	page
remainder to trustees, &c. with remainder to the first and other sons	vi	14
To trustees for term	ib.	15
To his eldest son for life with remainder	ib.	17
To his first and other sons in strict settlement remainder	ib.	18
To <i>H. H.</i> and eldest son for life, and first and other sons in strict settlement remainder	ib.	ib.
Use to second son of <i>H. H.</i> for life, with remainder to first and other sons in strict settlement	ib.	19
To the first child of a male of <i>J.</i> then the wife of <i>H. H.</i> was then enfeint for life, with remainder to the first and other sons of such male child remainder	ib.	ib.
To the use of the third son of <i>H. H.</i> if first child not a male in tail remainder	ib.	ib.
To the fourth and other sons of <i>H. H.</i> in tail male remainder	ib.	20
To earl of <i>S.</i> for life, with remainder to his first and other sons in strict settlement, remainder in fee	ib.	ib.
Limitations to tenant in common with proviso in case of one dying under 21, his original share to remain to the other three, with the like proviso in respect to the other	v	146
Direction and limitation of uses of recovery in pursuance of power reserved	iii	467
Direction and limitation by husband and wife in exercise of powers, and afterwards immediate release by them, and declaration of uses and of recoveries, &c.	vi	128
Limitation to husband for life, and after to wife for life, which she accepts for her jointure	ib.	135

INDEX.

vol. page

USES

Limitation to first son of husband on body of wife
and heirs male of such son; and after deter-
mination of term - - - - - ib. 137

To first son of husband on the body of any after-
taken wife, and so on to the third, &c.
sons and heirs male, &c. with remainder ib. 138

To trustees to preserve, &c. and then to the first
and other sons of G. W. in tail male with
remainder to first and other daughters after
marriage in tail general with remainder ib. 139

To the first and other daughters of T. W. by any
after-taken wife, with remainder to first and
other daughters of G. W. with remainder
to person in fee - - - - - ib. ib.

Limitations to sons and daughters and their chil-
dren in a marriage settlement, keeping the
portions contingent in default of appoint-
ment, until the children alive at the death
of the survivor of the father and mother
are 21 or married - - - - - vi 313

Limitation for life - - - - - iii 320

To trustees to preserve - - - - - ib. ib.

Limitation for life in lieu of dower - - - - - ib. ib.

———— to children in such manner as father
shall appoint - - - - - ib. 321

———— to first son in tail - - - - - ib. ib.

———— to second and others in tail - - - - - ib. ib.

———— to daughters as tenants in tail with be-
nefit of survivorship - - - - - ib. 322

———— to father in fee - - - - - ib. ib.

Recital of agreement to limit lands to uses subject
to a mortgage - - - - - v 328

Limitation to the use of a mortgagee for ———
years subject to redemption - - - - - ib. 331

———— trustee for 98 years
upon trust - - - - - ib. 332

INDEX.

USES.	vol. page
Limitation to the use of a second son for life	vi 332
_____ of grandson for life	ib. ib.
_____ to sons of grandson in	
tail male	ib. ib.
_____ to after-born in tail male	ib. 332
_____ right heirs	ib. ib.
_____ sons of sons in tail	ib. 332, 358
_____ to daughter on condition of using	
sur-name	ib. 359
Revocation of uses of settlement	v 207

WATER.

Exception of passage of water	iv	258
-------------------------------	----	-----

WARRANT OF ATTORNEY.

To confess judgment in bond	i	248, iii 171
-----------------------------	---	--------------

WARRANTY.

General covenant and warrant of title for want of		
deeds	v	267

WILLS.

See Table of Contents to Vol. VI.

Confirmation of will by heir at law to save the		
expense of proving in <i>per testes</i>	ii	18, 191

WORDS GENERAL.

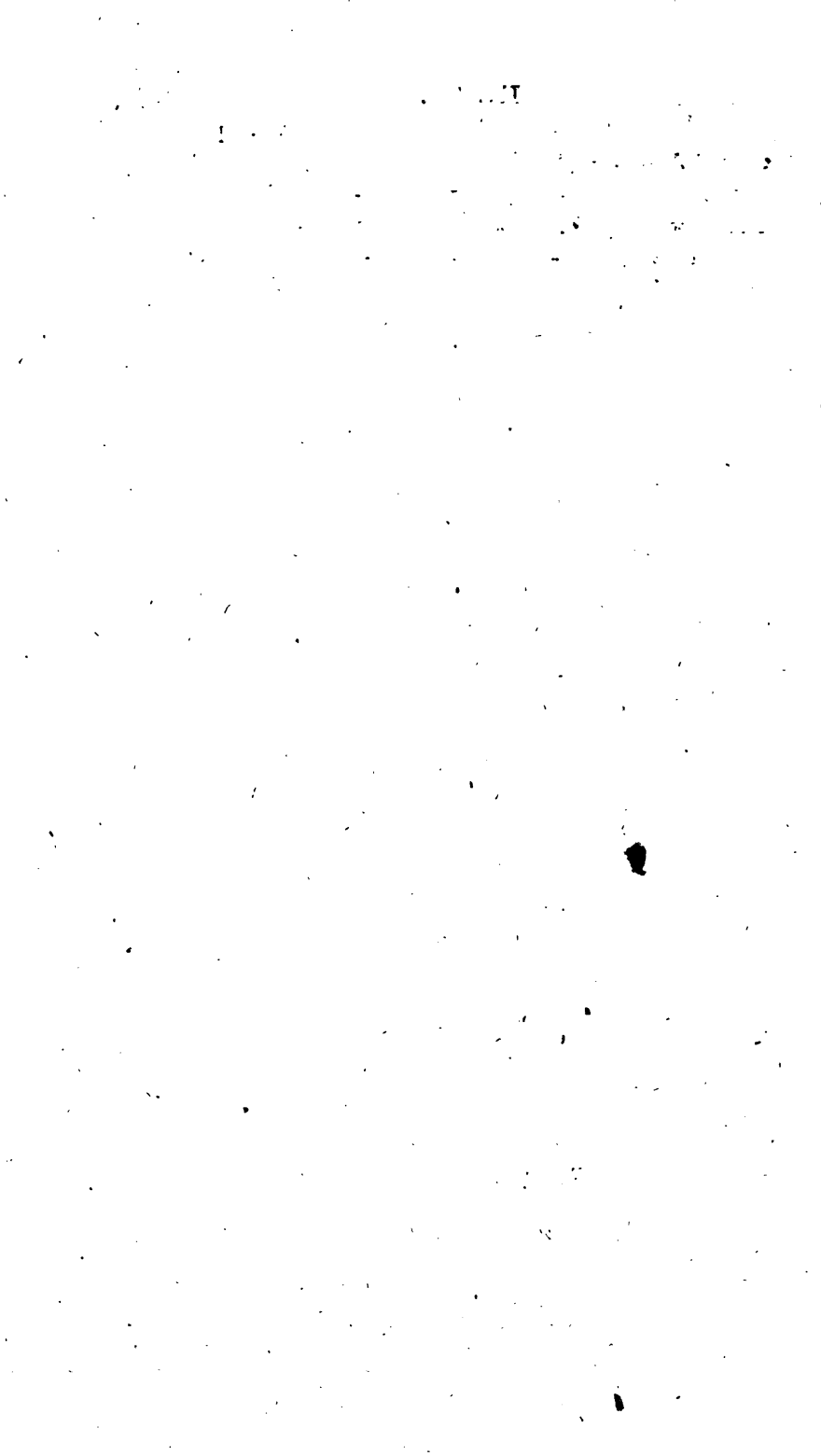
General words	v	10, 29
General words applicable to a manor	v	57, 219, 404

INDEX.

	vol.	page	uses
General Words applicable to a castle honour, &c.	vi	10	
General words applicable to West-India planta- tions	iii	54	

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✍ The progress of the above work has been impeded in a greater degree than the author expected, by the time he found it necessary to bestow upon the MS. precedents of the late Mr. POWELL, preparatory to their publication; but these being now completed, he trusts no material delay will hereafter occur in presenting the Profession with **ONE PART** every **SIX WEEKS**, till the whole is completed in **THREE VOLUMES**.

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